

This Wire Transfer Terms and Conditions ("this Agreement") sets forth the terms and conditions that apply to the wire transfer of funds from the account(s) of any Account Owner or Holder ("Customer") sometimes referred to herein as ("you" or "your") at American Bank, N.A., Corpus Christi, Texas ("Bank") sometimes referred to herein as ("we," "us" or "our"). By initiating a wire transfer transaction payment order, Customer hereby agrees to the terms and conditions contained in this Agreement. All terms used in this Agreement shall have the meanings given them by Section 4A Texas Business and Commerce Code, unless otherwise indicated.

A. Authorization to Transfer Funds.

Subject to the terms of this Agreement, we are hereby authorized to honor, execute, and charge to your account(s) any and all payment orders for wire transfers of funds, whether received by telephone, facsimile transmission, telegraphic means, or computer communications device, from your Authorized Representative, and we may rely on the authority of such Authorized Representative until we receive written notice revoking or modifying such authorization. You will notify us in written, authorized form, of any change, addition, or deletion to the Authorized Representatives listed in any Resolution Account Agreement or other document conferring authority.

B. Accounts Subject to This Agreement.

Subject to the terms of the deposit account agreement, and in accordance with this Agreement, accounts eligible to become subject to this Agreement and send and receive wire transfers are:

- Checking Accounts
- Savings Accounts
- Money Market Accounts

No wire transfer may be made from time deposits, i.e. Certificates of Deposit (CDs), Individual Retirement Accounts (IRAs) or other accounts that may be restricted by their own terms.

You must have sufficient collected funds in your account to cover the wire transfer. You may initiate a wire transfer only if the offsetting debit to your account will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing your instructions. However, we may, at our option, create an overdraft in your account and complete the wire transfer. If we do so, we will not be liable to you for damages to you for creating the overdraft. You agree to repay us immediately for any

overdraft created by a wire transfer, together with our costs of collection and reasonable attorney's fees.

C. Payment Orders and Wire Transfers.

We will accept payment orders from you during regular business hours on regular banking business days (Monday through Friday, except Federal Reserve holidays). We may establish a cut-off time (or times) on business days for the receipt and processing of payment orders (and communications canceling or amending payment orders). Any payment order or communication received after such cut-off time, or on a Saturday, Sunday, or bank holiday, shall be deemed received on the next business day.

At our sole discretion, we may handle your payment orders and those that we may receive from other customers in any order we select. We may use any means or routes that we, in our sole discretion, consider suitable for executing a payment order.

We reserve the right to record electronically any telephone conversations between you and us. By signing this Agreement, you consent to our recording such conversations. However, the decision to record is totally within our discretion and we will not be liable for the failure to record any conversation, whether intentional or otherwise.

You agree to provide us with all the information we are required to obtain under the Bank Secrecy Act and any other applicable federal or state laws and regulations. If you fail to provide us with all the information required by law regarding any wire transfer, you agree that the bank is not obligated to complete such transfers and is not liable for any losses or damages resulting from our refusal to execute such wire transfer.

We are under no obligation to comply with any payment order or make any wire transfer which would result in an overdraft of your account(s), based on available collected balance(s) on deposit as determined by us.

We, and any subsequent receiving bank, may

execute payment orders initiated by you for the wire transfer of funds to a beneficiary in the name of the beneficiary and/or by specifying the account number of the beneficiary, which you have furnished to us. You must ensure that all account numbers are accurate. In the event of a discrepancy between the name of the beneficiary and the account number, the payment order may be executed by use of the account number.

Once we have accepted your payment order, it cannot be cancelled or amended, except by mutual agreement. In the case of an error or an otherwise irregular wire transfer, we may, on our own initiative, request that the funds previously transferred on your behalf be returned by the receiving bank, beneficiary's bank or the beneficiary. However, we are under no obligation to do so. Your payment order is considered paid when it is executed, when the transfer is credited to the beneficiary's account on our books, or when we have advised the beneficiary by telephone or other means of the credit, whichever occurs first.

We may, at our discretion, call you at the company telephone number on file to verify that a payment order (or communication amending or canceling a payment order) is authorized. You may change this number, if necessary, by written request.

If you elect to initiate the payment order(s) via facsimile transmission, you shall have the sole duty to insure such Authorization was properly sent to and received by us. We shall have no liability for losses sustained by unauthorized access as a result of a faulty transmission of the Authorization.

For your protection, we may elect not to act upon a payment order if the payment order is not initiated in accordance with security procedures, if we are unable to obtain proper verification of such payment order which is satisfactory to us, or if there is any inconsistency between a payment order and information previously supplied. We will not be liable for any damages in these instances, nor in the instance of circumstances beyond our reasonable control, including but not limited to any act or failure to act by a third person or entity.

D. Security Procedures.

You agree to comply with the Security Procedures set forth in this Agreement. As part of our security procedures, we may, but are not required to, request written, signed instructions, which

may be delivered in person or by fax. At our sole discretion we may seek verification or further authorization of any transfer request or related instruction. We may contact the Customer by any reasonable means in order to obtain assurance of the authenticity or other correctness of a transfer request. We shall be under no obligation to do so in any case, however. If the verification is obtained by a callback, the callback may be recorded. If, upon attempting to obtain such verification, we are unable to do so, we may, in our sole discretion, either make the transfer or decline to follow the instructions. In such event, we shall not be liable to the Customer for any actual loss of any kind or for any consequential, punitive, or exemplary damages in any amount, provided we have acted in good faith.

E. Fees.

Wire transfers are subject to all fees, penalties and charges, including but not limited to wire transfer fees that would otherwise apply to any bank transaction as described in the Bank's Schedule of Fees and Service Charges. We may deduct any fee applicable to payment orders or wire transfers from your account(s).

F. Cancellation or Amendment of Payment Orders.

You may ask us to amend or cancel any transfer or related instruction, and we will use our best efforts to comply with such request if the request is made at a time and in a manner which gives us a reasonable opportunity to act on the request before we make the funds transfer or carry out the instruction as you originally requested. If you ask us to recover funds which we have already transferred, we shall be under no obligation to do so unless and until your deposits with the bank are an amount reasonably determined in good faith by us to approximate the costs and expenses (including attorney's fees) which we may incur in attempting to recover the funds transferred. In lieu of such a deposit, we may request you to provide a bond or other assurance. The bank will take such action, as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution, which received such funds. In no event, however, shall we be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before we receive and have a

reasonable time to act upon the request to amend or cancel the transfer request.

G. Review of Statements and Advices.

You will review promptly and reconcile statements of account(s) sent by us, and will review promptly any written confirmation of wire transfers sent by us. You shall report any discrepancies between our records and your records within a reasonable time, not to exceed sixty (60) calendar days from the earlier of: the date of the statement of account, or the date such written confirmation is sent by Bank. If Customer fails to notify Bank of any discrepancies within the specified time period, Bank will be relieved of any liability with respect to any compensation provided for in Section F of this Agreement.

H. Liability, Compensation and Indemnity.

1. Subject to Section G of this Agreement, compensation, if any, for the loss of interest or use of funds due Customer as a result of Bank's error or Bank's failure to execute a transfer request on the date received (if such request was received prior to our stated cut-off time on a regular banking business day) will be for a period not exceeding the lesser of: sixty (60) days, or the period between the date of the request and the date of the error correction.

2. Compensation will be either of the following forms at our option: (a) adjusting your account balance, or (b) reimbursing to you an amount equal to interest at a rate not exceeding the average current rate on the account, computed on a daily basis for the period and amount in question.

3. We shall in no event be liable for payment or for damages arising out of or in connection with a payment order or wire transfer after 60 days from the date of such payment order or wire transfer.

4. We shall in no event be liable for failure to provide notice to the beneficiary of receipt of a wire transfer.

5. Unless specifically prevented by Section 4A of the Texas Business and Commerce Code, you hereby release and hold us harmless from and indemnify the Bank, its officers, directors, agents, representatives and successors in interest from and for any and all claims, demands, expenses (including but not limited to attorney's fees and costs), loss, or damage of any nature whatsoever arising directly or

indirectly from any payment order initiated pursuant to this Agreement or any failure to detect erroneous payment orders, unless such damage or loss is caused by gross negligence or willful misconduct.

6. In no event shall we be liable for any punitive, special, consequential, or incidental damages, even if we have been informed of the possibility of such damages.

7. In no event shall we be responsible for any loss, claim, liability, damage, or other amount arising in any way, directly or indirectly, from any error, failure, or delay in the performance of any of Bank's obligation under this agreement caused by natural disaster, fire, war, strike, civil unrest, error in or inoperability of communication equipment or lines, or any other circumstance beyond the reasonable control of the bank. We are liable only for our negligence in performing our obligations under this Agreement, and are not responsible for your acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any payment orders received from you, or those of any other person. No clearing house, financial institution, or other instrumentality used to effectuate your payment orders shall be deemed the bank's agent. BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER SUFFERS IN CONNECTION WITH THIS AGREEMENT.

I. Arbitration.

Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this wire transfer agreement, any incoming or outgoing wire transfer, or any other documents or related agreements or instruments executed in connection with an outgoing or incoming wire transfer ("Wire Transfer Documents"), including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Rules of the American Arbitration Association, and the "Special Rules" set forth below unless both you and we agree in writing to mediate the dispute prior to submitting to binding arbitration. However, notwithstanding anything contained

herein to the contrary, you and we agree that all controversies and claims shall be determined by binding arbitration if no resolution of the controversy or claim has been achieved through mediation within ninety (90) days of the parties' agreement to mediate or if either party does not agree to mediate. In the event of any inconsistency, the Special Rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action.

The arbitration shall be conducted in Nueces County, Texas and administered by the American Arbitration Association. All arbitration hearings will be commenced within ninety (90) days of the demand for arbitration; further, the arbitrator shall only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional sixty (60) days.

Nothing in this Agreement shall be deemed to: (i) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or (ii) be a waiver by us of the protection afforded by Texas Uniform Commercial Code or any substantially equivalent state or federal law; or (iii) limit our rights, if any (A) to exercise self help remedies such as (but not limited to) setoff, or (B) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief or the appointment of a receiver in accordance with applicable law. We may exercise such self-help rights, or obtain such provisional or ancillary remedies at any time even while the arbitration is pending. By exercising or obtaining such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration.

J. Agreement Terms

We may at any time amend or otherwise change this Agreement upon thirty (30) days' written notice to Customer. If this Agreement needs to be amended because of a change in State or Federal Regulations, the change shall be effective immediately without notice. We may, in our discretion, without notice to you, terminate this Agreement at any time. You may terminate this Agreement at any time upon written notice to us. Termination of this Agreement will not otherwise affect any of the terms and conditions that apply

to any account or service then in effect. Both parties will be bound by this Agreement. In the event of a conflict between this Agreement and oral communication from Bank employee(s), this Agreement controls. If any part of this Agreement is deemed invalid or unenforceable, the enforceability of the remaining provisions shall not be affected. This Agreement may not be transferred or assigned by Customer without the consent of the Bank. Except as governed by federal law, this Agreement shall be governed by and construed with the laws of the State of Texas, and **VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE IN NUECES COUNTY, TEXAS.**