

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

OFFICE SPACE USE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS:

That the herein parties are Security State Bank, NA, a branch bank of First National Bank of Gilmer, Texas, which is owned by First Gilmer Bankshares, (hereinafter referred to as the Bank) and the County of Upshur, State of Texas, (hereinafter called the County). Each party knowingly and willingly enters into this Agreement regarding primarily the Upshur County Tax Office's use of certain office space owned by the Bank in Diana, Texas, currently known as Security State Bank.

The Bank hereby agrees to provide "rent free" certain office and waiting area space inside said bank's building known as Security State Bank for use by the Upshur County Tax Office. The Bank will provide a desk, electricity during predetermined business hours, and other common and necessary common facilities normally found in or used by a business office. The County may and hereby is granted permission and authority to upgrade and install at its expense any necessary electronic or wireless internet equipment communication connection that would allow the County and its tax office to function independently from the Bank and its systems in any way normally done in a County owned building. Building damage caused by such installation and related maintenance shall be repaired to the Bank's satisfaction but at the County's expense. Any

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such costs would be incurred by the County and the County will maintain at its cost any telephone phone lines, and computers, including the line or wireless connection, computer equipment and software that will make the intended use function. In addition, the County will at its expense be responsible for any facsimile machines and photo copiers necessary to perform its intended duties, services, and business contemplated at the Bank's U.S. Hwy. 259 South, Diana, Texas location.

Except for intentional torts or acts of gross negligence, there is no personal injury indemnity agreement between the parties. Each party, independent of one another, is responsible for their own person and property damage liability. As to the premises used by the County owned by the Bank, the County has the duty to repair and not damage same, reasonable wear and tear excepted. Neither party is responsible to the other for damages caused by the acts and omissions of non-employee third parties.

The Bank shall have the sole discretion of dates and time of opening and closing of business.

This agreement allows the exclusive rights of possession, use and enjoyment of the designated office premises, plus shared common entrance and access use, and common lobby and restroom shared facilities authorized by the Bank for County purposes without interruption until one or both parties decide to dissolve this Agreement and its terms with 45 days advance notice.


Witness our signatures effective this the 13th day of April,
2017.



Danny Weems
First National Bank President & CEO

4/11/17

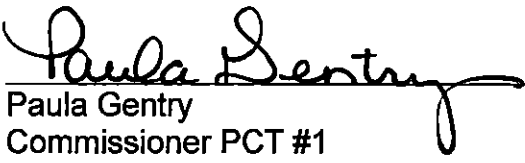
Date



Dean Fowler
Upshur County Judge

4/13/17


Date



Paula Gentry
Commissioner PCT #1

4-13-17

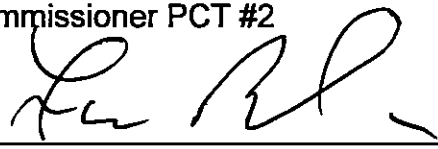
Date



Don Gross
Commissioner PCT #2

4/13/17


Date



Frank Berka
Commissioner PCT #3

4/13/17

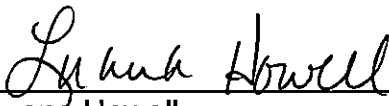
Date



Mike Spencer
Commissioner PCT #4

4/13/17


Date



Luana Howell
Upshur County Tax Assessor/Collector

4-13-17

Date

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