

AGENCY AGREEMENT

STATE OF TEXAS §

COUNTY OF JOHNSON §

THIS AGENCY AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into on the day hereinafter set out by and between **Johnson County, Texas**, a political subdivision of the State of Texas (hereinafter called "Owner"), whose address is 2 North Main Street, Cleburne, Texas 76033 and **First Financial Trust & Asset Management Company, N.A.**, Fort Worth, Texas, (hereinafter called "Bank"), whose address is 550 Bailey Avenue, Suite 300, Fort Worth, Texas, 76107 and may hereafter be referred to singularly as a "Party" or collectively as the "Parties."

WHEREAS, Owner desires to enter into a contract pursuant to the authority of Section 2256.003 of the Texas Government Code to aid the Owner in the investment and management of its public funds; and

WHEREAS, Owner has simultaneously with the execution of this agreement delivered to Bank the properties described in "Schedule A" attached hereto and made a part hereof, and desires that Bank act as agent and custodian in respect thereto pursuant to the terms hereinafter set forth; and

WHEREAS, Bank is willing to act as such agent and custodian in accordance with the terms of this agreement;

NOW THEREFORE, the Parties hereto agree as follows:

1.

Owner hereby employs Bank as agent and custodian to open and maintain an agency account in the name of Owner for all cash, securities, and other property, which Owner may place with Bank under the terms of this Agreement (hereinafter referred to as the "Assets").

2.

Bank shall invest, reinvest and maintain invested the Assets covered hereunder in such investments as set forth in Chapter 2256 of the Texas Government Code and the Johnson County Investment Policy approved by the Commissioners Court of Owner on May 11, 2015. The Parties agree that in the event that the Johnson County Investment Policy is more restrictive than Chapter 2256 of the Texas Government Code in the investments allowed, the Johnson County Investment Policy shall control.

3.

Bank shall collect the income from the Assets and the proceeds of the sales and/or maturities of same and reinvest the same in like securities or investments, or pay over all or any part of same to Owner or Owner's designee or designees, as Owner directs in writing.

4.

Bank shall furnish Owner with quarterly statements (or statements at other intervals as Owner may direct; provided that such statements shall not be furnished more often than monthly) showing all receipts and disbursements and a statement of condition of Owner's account.

5.

Bank may place and hold any registrable securities in the name of Owner or in the name of Bank's nominee, it being understood, however, that actual Ownership of all the Assets hereunder shall be in Owner and that any registration or retention in any name other than Owner's shall be for convenience only and to expedite the handling thereof.

6.

Bank shall be responsible for the safeguarding of the Assets comprising the account and shall keep books of account reflecting all the Assets and all transactions occurring in respect to the account.

7.

It is understood that the account established hereby is not a taxable entity for income tax purposes, and that therefore, Bank will not be responsible for preparing or filing income tax returns for said account. Bank shall, however, furnish Owner with such information as Owner may require for tax purposes. Owner's tax identification number is: 756001030. Under the Penalties of Perjury, Owner hereby certifies that: (i) the number shown on this form is Owner's correct taxpayer identification number; and (ii) Owner is not subject to backup withholding either because Owner has not been notified by the Internal Revenue Service (IRS) that Owner is subject to backup withholding as a result of a failure to report all interest or dividends or because the IRS has notified Owner that Owner is no longer subject to backup withholding.

8.

Owner may add properties to the Assets in the account at any time subject to acceptance by Bank, provided that the additional Assets shall be dealt with by Bank under the terms of this agreement. Owner expressly reserves the right at any time and from time to time to revoke, alter, amend or terminate the agency hereby created, or to withdraw all or any part of the corpus on hand in the account at any time, provided, however, that the duties and responsibilities of Bank hereunder shall not be altered or amended without the written consent of Bank. The revocation, alteration, amendment or termination of the agency created hereunder or the withdrawal of all or any part of the corpus hereof, shall be accomplished by Owner's delivering to Bank a notice in writing, signed by Owner, acknowledged in the manner required by the laws of the State of Texas for the recording of a deed of real property, and filed with Bank at least thirty (30) days prior to the effective date thereof.

9.

Bank shall be entitled to reasonable compensation for its services hereunder. Bank shall invoice Owner on a monthly basis for any fees owed to Bank. Owner shall submit payment to Bank within thirty (30) days of receipt of said invoice. The Parties agree that payment must be made from current revenue available to Owner and that Owner has the choice as to the specific funds to use for payment which may include the income or principal of the account or any other available funds of Owner. Owner acknowledges receipt of Bank's schedule of fees and agrees that such fees as currently listed constitute

reasonable compensation. Upon written agreement by Owner and Bank, Bank may amend its schedule of fees.

10.

Bank may resign hereunder by mailing a notice in writing to Owner at the last known address of Owner, such resignation to become effective thirty (30) days after the date of the mailing of such notice. Upon any such resignation, Bank shall render an accounting and shall assign, transfer, pay over or deliver to Owner the Assets then held, subject to its proper expenses and charges. Upon such accounting and delivery, Owner shall furnish Bank a complete release and discharge.

11.

Bank shall not be liable for losses or declines in the value of property owned, bought, sold or held under the terms of this Agreement, but shall be liable only for its gross negligence, fraud or bad faith.

12.

SEC Rule 14b-1(c) provides that Bank furnish to companies issuing securities held in the account Owner's name, address and share position unless Owner objects. The intent of the rule is to facilitate communications between issuers of securities and shareholders:

(a) Owner authorizes Bank to disclose Owner's name, address and share position.

(b) Owner does not authorize Bank to disclose Owner's name, address and share position.

13.

The Parties agree that term of this Agreement shall be for a period of two years from the Effective Date which is considered the date of the last Party to execute this Agreement.

14.

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. This Agreement shall be deemed to be performable in Johnson County, Texas, and the Parties agree and consent to the jurisdiction and venue of the state courts of Johnson County, Texas or the federal district courts in Dallas County, Texas for any action under this Agreement.

15.

If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

16.

By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to

execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in force and effect.

IN WITNESS WHEREOF, intending to be legally bound, Owner and Bank have caused their authorized representative to execute this Agreement on the dates set forth below.

OWNER
Johnson County, Texas

By: *Roger Harmon*
Name: Roger Harmon
Title: County Judge

Date: 5-24-15, 2015.

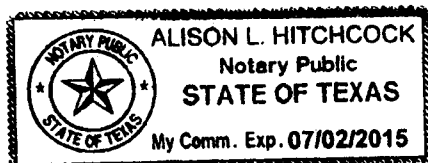
By: *Debbie Rice*
Name: Debbie Rice
Title: Investment Officer

Date: 5-26-15, 2015.

THE STATE OF TEXAS §
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COUNTY OF JOHNSON §

BEFORE ME, the undersigned Notary, on this day personally appeared Roger Harmon, County Judge of Johnson County, Texas, a political subdivision of the State of Texas, personally known to me or identified by the oath of a credible witness personally known to me or by a current identification card or other document qualifying as satisfactory evidence of the identity of this person under §121.005(a), Texas Civil Practice and Remedies Code, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of said County.

GIVEN UNDER MY HAND AND SEAL of office on May 26th, 2015.



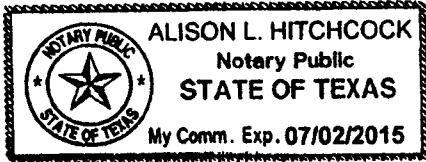
Alison L. Hitchcock
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
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BEFORE ME, the undersigned Notary, on this day personally appeared Debbie Rice, Investment Officer of Johnson County, Texas, a political subdivision of the State of Texas, personally known to me or identified by the oath of a credible witness personally known to me or by a current identification card or other document qualifying as satisfactory evidence of the identity of this person under §121.005(a),
AGENCY AGREEMENT

Texas Civil Practice and Remedies Code, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of said County.

GIVEN UNDER MY HAND AND SEAL of office on May 26, 2015.



Alison L. Hitchcock
NOTARY PUBLIC, STATE OF TEXAS

BANK
First Financial Trust & Asset
Management Company, N.A.

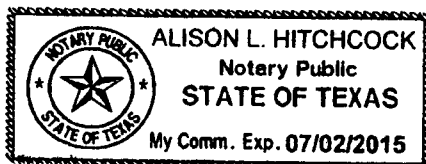
By: K.S. Halbert, EVP
Name: Konrad S. Halbert
Title: Executive Vice President

Date: May 26, 2015.

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BEFORE ME, the undersigned Notary, on this day personally appeared Konrad S. Halbert, Executive Vice President of First Financial Trust & Asset Management Company, N.A., a national banking association, personally known to me or identified by the oath of a credible witness personally known to me or by a current identification card or other document qualifying as satisfactory evidence of the identity of this person under §121.005(a), Texas Civil Practice and Remedies Code, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated on behalf of said association.

GIVEN UNDER MY HAND AND SEAL of office on May 26, 2015.



Alison L. Hitchcock
NOTARY PUBLIC, STATE OF TEXAS

Schedule A

Approximately \$11,000,000 in cash and marketable securities