

INVESTMENT AGENCY AGREEMENT

This Agreement entered into this 1st day of March, 1940
by and between John M. Thomas and James M. Martin, Co-Trustees,
Dallas County, Texas, hereinafter referred to as Principal,
and The First National Bank of Fort Worth, hereinafter referred to as Agent.

WITNESSETH:

Principal has made, constituted and appointed, and does hereby make, constitute and appoint Agent as his true and lawful attorney with respect to the bonds, shares of stock and/or other securities represented by the certificates listed in Exhibit "A" and with respect to any cash listed thereon (said Exhibit "A" being hereto attached and made a part hereof) all of which bonds, certificates and/or cash have been delivered to and deposited with Agent contemporaneously with the execution of this agreement; and in connection with such properties, Agent shall, in Principal's name, place and stead:

1. At Agent's option, transfer and assign said bonds, stocks and/or other securities to Agent's nominee and do all necessary acts in connection therewith, including the power to deliver the certificates representing such securities, to endorse thereon the assignment, and, in the case of shares of stock, to transfer and do all acts proper to accomplish the transfer of such shares on the books of the respective corporation or corporations.

2. Execute promptly any and all orders which Principal may give with respect to the sale, assignment, transfer or redemption of securities held pursuant to this agency agreement; hold the proceeds of any such sale or redemption for the benefit of Principal, after deducting from such proceeds all costs in connection with such sale or redemption, and, pursuant to direction of Principal, disburse to Principal such part of proceeds as he may direct; purchase on behalf of Principal with the cash deposited with or received and retained by Agent pursuant to this agreement, such other bonds, stocks or other securities as Principal may direct, registering all of such

securities so purchased either in the name of Principal or of Agent's nominee and otherwise holding them in accordance with the terms of this agreement.

3. Receive all interest payments and all dividends and other income paid with respect to securities held pursuant to this agency agreement, and, after paying any necessary costs and expenses incurred in connection with this agency, hold the balance for the benefit of Principal, disbursing so much of such income to Principal as and when Principal may direct and, at Principal's direction, reinvesting all or any part thereof on the same basis outlined in Paragraph 2, above

4. Receive and hold either in the name of Principal or of Agent's nominee all shares of stock and other securities distributed pursuant to any stock dividend or stock split declared with respect to shares of stock held pursuant to this agreement or otherwise distributed with respect to any of the securities held hereunder.

5. Distribute to Principal pursuant to his written direction, within a reasonable time after receipt thereof, any or all of the cash or securities held pursuant to this agreement, and, if necessary at the time of such distribution, to effect the transfer and assignment of any securities from the name of Agent's nominee to the name of Principal or his nominee.

6. Receive and hold pursuant to the terms of this agreement any other cash or securities which Principal may, with Agent's consent, deliver and deposit with Agent, subject to the terms hereof, such additions being evidenced by attaching to Exhibit "A" hereof supplements which shall list any additional cash or bonds, shares of stock or other securities made subject to this agreement, which supplements to Exhibit "A" shall become a part of this agreement for all purposes as soon as attached hereto by the mutual consent of Principal and Agent.

Principal does hereby give and grant unto Agent full power and authority to do and perform each and every act and thing whatsoever necessary

and requisite to be done in the premises, as fully and to all intents and purposes as Principal might or could do if personally present, and does hereby give and grant unto Agent full power to substitute one or more attorneys under said Agent in or concerning the premises or any part thereof, and Principal does hereby ratify and confirm whatsoever said Agent or his substitute may or shall do by virtue hereof in the premises, prior to revocation by Principal.

Agent shall receive as fees for its services such sums as may be mutually agreed upon with Principal, and such fees shall be considered necessary expenses incurred for which Agent shall be entitled to reimbursement out of either principal or income.

This agreement may be amended at any time by mutual agreement of the parties and may be terminated or revoked by either Agent or Principal by giving thirty (30) days' notice in writing to the other party of such termination or revocation, whereupon Agent shall be reimbursed for all necessary costs and expenses incurred and shall deliver to Principal the balance of all cash and all securities held by it pursuant to this agreement, and, if necessary, shall effect transfer of any securities from the name of its nominee to Principal or his nominee, and shall thereupon be relieved of all further responsibility hereunder.

For the purpose of any written notices required by this agreement to any party, the address of the Principal shall be _____ until notice in writing of a change of address has been delivered to Agent, and Agent's address for all purposes shall be Trust Department, The First National Bank of Fort Worth, Fort Worth, Texas.

John M. Yarno, Co-Treasurer

James H. Martin, Co-President

Principal

THE FIRST NATIONAL BANK OF FORT WORTH

By

Vice President and Trust Officer Agent

SCHEDULE "A"

Cash

\$25,000.00

Trust Department
The First National Bank of Fort Worth
Fort Worth, Texas

Gentlemen:

You are now acting as Agent for me pursuant to the terms of an Investment Agency Agreement executed on the _____ day of _____, 19 63, under the terms of which you, as Agent, are holding for me, as Principal, cash and certain bonds, stocks and/or other securities either in my name or in the name of your nominee, to be held or disposed of on my advice and direction.

Until further notice in writing is given to you by me, you are hereby authorized to use your own discretion and to act on my behalf without further advice or direction by me with respect to the sale, assignment, transfer or redemption of any securities held by you pursuant to the aforementioned Investment Agency Agreement and to invest and reinvest, in your discretion, any cash balance held by you pursuant to the Investment Agency Agreement in any securities of your own selection without any further advice or direction by me.

It is hereby expressly understood and agreed that you shall not be held liable or responsible in any way for any losses incurred by reason of investments made by you in good faith pursuant to the authority granted by this letter or with respect to any loss on prospective profit incurred by reason of any sale, assignment or redemption of securities pursuant to the authority hereby granted to you.

Yours very truly,

John M. Thorro, Co-Trustee

Received:

James H. Martin, Co-Trustee

PRINCIPAL

The First National Bank of Fort Worth

By _____
Vice President and Trust Officer

Date: _____

Commission Exhibit No. 278