



SERVICES AGREEMENT FOR TEXAS EMPLOYERS

This Agreement (this "Agreement") is made and entered into as of May 24, 2010 by and between Collin County, Texas ("Employer"), and FSW Advisory Services, Inc., a Delaware corporation ("FSWA").

RECITALS

WHEREAS, Employer desires for FSWA to administer and maintain certain cash and other assets from Employer contributions or any other source other than Employer employee contributions (the "Accounts");

WHEREAS, FSWA and Employer desire to enter into this Agreement to provide and receive, respectively, the Services (hereinafter defined); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and FSWA agree as follows:

REPRESENTATIONS AND WARRANTIES OF EMPLOYER

Employer represents and warrants to FSWA the following:

1. Employer is a duly organized and validly existing state or political subdivision thereof or an agency or instrumentality of a state or political subdivision whose income is exempt from federal income tax under Internal Revenue Code Section 115 of the Internal Revenue Code of 1986, together with any amendments thereto, and contributions to the Accounts shall be in accordance with Government Accounting Standards Board Statement No. 45 (GASB 45). Employer will notify FSWA of any changes, alterations, revocations or suspensions of any matter inconsistent with the representations and warranties made herein that occur at any time during the term of this Agreement.

2. To the extent permitted by law, Employer and the signatory executing on the Employer's behalf have all the requisite authority in conformity with all applicable laws and regulations to enter into this Agreement, to retain the services of FSWA in accordance with the terms and conditions herein, and to perform its duties, responsibilities and obligations hereunder.

3. Employer is a participant in the PEB TRUST, doing business in Texas as PEB TRUST OF TEXAS (the "Trust").

4. Employer is in full compliance with all the terms, conditions, representations and agreements of participation with and to the Trust.

5. Contemplated investments in the Accounts are authorized pursuant to Employer's investment policy, if any, and/or applicable law. Further, Employer hereby acknowledges and understands that contributions to the Accounts are irrevocable.

6. Employer has, in its sole discretion, engaged an investment advisor to act on Employer's behalf.

7. All contributions to the Accounts shall be paid by Employer even if all or a portion of those contributions have been made by Employer's employees or other parties. No distinction will be made in the records of the Accounts or the Trust for any funds originating with such employees.

REPRESENTATIONS AND WARRANTIES OF FSWA

FSWA represents and warrants to Employer the following:

1. FSWA is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2. FSWA is registered as an investment advisor with the Securities and Exchange Commission ("SEC") pursuant to the Investment Advisers Act of 1940 and acknowledges that it is a fiduciary with respect to the Trust. FSWA will notify Employer if at any time during the term of this Agreement if it is not registered or if its registration is suspended or restricted.

3. To the extent permitted by law, FSWA has all the requisite authority in conformity with all applicable laws and regulations to enter into this Agreement, to provide the services to Employer in accordance with the terms and conditions herein, and to perform its duties, responsibilities and obligations hereunder.

4. For purposes of disclosure to Employer, FSWA has attached to this Agreement a copy of its current SEC Form ADV, Part II, or other requisite disclosure.

5. FSWA has been engaged by the Trust to provide certain services to the Trust and to Employer.

SERVICES

1. FSWA will provide, through its affiliate First Southwest Company ("Custodian"), clearing, custody, execution, account maintenance, reporting and other related administration services, including those listed in subsequent paragraphs in this Section (collectively, the "Services") for the Accounts in accordance with the terms set forth in this Agreement, the Customer Agreement, Full Trading Authorization and Management Fee Authorization form and other agreements which may be required by FSWA or Custodian and must be executed by Employer. In connection with the provision of the Services, Custodian will send or make available trade confirmations, account statements and other documentation as authorized by Employer, and in accordance with applicable laws, rules or regulations. Custodian shall have sole custody of cash, securities and other assets of the Accounts.

2. Custodian will execute orders placed by Employer or Employer's Authorized Representatives (hereinafter defined) (in accordance with Paragraph 6 of this Section), provided that Custodian receives securities or property in good deliverable form prior to settlement, subject to applicable rules and regulations and to Custodian's trading rules and policies. Unless Employer specifies to Custodian that an order be executed on a specified exchange or market and Custodian has agreed to such exception, Custodian will, at its sole discretion, execute any order to purchase or sell securities in any location or on any market, any exchange or any Electronic Communication Network (ECN) where such security is traded. Any portion of the Accounts' assets may be held in an interest-bearing money market account or money market sweep account (insured up to the maximum amount provided by the FDIC) with a bank or savings and loan association, including an affiliate of FSWA or Custodian.

3. Maintain web-portals for Employer to have current access to information related to the Accounts.

4. Designate and engage the services of such agents, representatives, consultants, counsel or accountants, any of whom may be an affiliate of FSWA or a person who renders services to such an affiliate. Any entity affiliated with FSWA or Custodian may act as broker or dealer to execute transactions, including the purchase of securities directly distributed, underwritten or issued by an entity affiliated with FSWA or Custodian. It is agreed and understood between Employer and FSWA that such additional services as set forth in this Paragraph 4 shall require further agreement as to the compensation to be received by FSWA for such services.

5. To exercise all of the further rights, powers, options and privileges granted, provided for, or vested generally under the laws of the State of Texas so that powers conferred upon FSWA herein shall not be in limitation of any authority conferred by law or under this Agreement, but shall be in addition thereto; provided that such powers satisfy applicable requirements, if any, of the laws of the State of Texas.

6. In conjunction with opening the Accounts, Employer shall supply to FSWA, in writing, a list of individuals who are authorized on behalf of Employer, including Employer's designated consultant(s), investment advisor or other advisor(s) (the "Authorized Representatives") to instruct, direct and/or authorize Custodian or any of its duly authorized employees, in connection with performing the Services, to complete orders, trades, purchases, sales, payment(s) admissible pursuant to Employer's OPEB Plan ("Plan"), or the like of securities in the Accounts. FSWA and/or Custodian will only rely on instructions, directions and/or authorizations received from the Authorized Representatives and shall not be liable for acting or refraining from acting in accordance with any notice, instruction, request or other notification furnished to it and believed by it to have been signed or presented by the Authorized Representatives. Any changes to the list of Authorized Representatives must be made, in writing, and submitted to FSWA.

Any distribution from the Accounts shall only be made to the insurers, third party administrators, health care and welfare providers or other entities providing Plan benefits or services as designated by Employer or to the Employer for the reimbursement of Plan benefits and expenses paid by Employer. No distributions shall be made directly to Employer's employees or employees' dependents. Employer or the Authorized Representative shall provide information to FSWA regarding how distributions and reimbursements are to be made.

7. All performance reporting for the Accounts shall be consistent with Global Investments Performance Standards (GIPS).

COMPENSATION

As consideration for the Services provided by FSWA under this Agreement and pursuant to the Administrative Services Agreement dated May 24, 2010 by and among FSWA and the Trust, FSWA shall be entitled to fees in accordance with the fee schedule attached as Appendix A, which is incorporated herein as an integral part of this Agreement. Unless specifically provided otherwise on Appendix A or in a separate agreement between FSWA and Employer, such fees, together with any other fees and expenses as may have been mutually agreed upon, shall be payable quarterly and debited, in arrears, to the Accounts. FSWA shall not be entitled to any fees for the Services provided to Employer pursuant to this Agreement in addition to those listed on Appendix A unless otherwise agreed upon in writing, signed by FSWA and Employer, except for First Forward WRAP Program fees which shall be paid monthly and debited, in arrears, from the Accounts.

In no event shall the fees charged for the Services rendered to Employer be in violation of the Investment Advisers Act of 1940, as amended, the Employee Retirement Income Security Act of 1974, as amended, to the extent applicable, or any rules or regulations there under, or any other applicable law, regulation, Federal, state or local, or any constitution, by-law, rule or instrument corresponding to the foregoing, or stated policy or practice of any National Securities Exchange or other securities agency (collectively the "Laws and Regulations"). In the

event that any of the fees charged hereunder are deemed by Employer to be in violation of the Laws and Regulations, such fees shall be replaced with fees mutually agreed upon by FSWA and Employer.

ADDITIONAL RIGHTS AND POWERS OF FSWA

To the extent permitted by law and not otherwise prohibited herein, FSWA shall have the right, power and authority, on behalf of Employer, to:

1. Disburse amounts from the Accounts to pay the expenses of administering the Trust including, without limitation, taxes payable by the Trust, fees and expenses of legal counsel to the Trust, Trustee fees, insurance premiums and audits.

2. Deposit or invest all or any part of the assets of the Account in savings accounts or certificates of deposit or other deposits in a bank or savings and loan association or other depository institution, including FSWA, Custodian or any of their affiliates; provided that, with respect to such deposits with FSWA, Custodian, or any of their affiliates, the deposits bear a reasonable rate of interest.

3. Maintain accounts at, execute transactions through, and lend on an adequately secured basis stocks, bonds or other securities to, any brokerage firm including any firm that is an affiliate of FSWA.

TERM

This Agreement shall become effective as of the date executed by Employer as set forth on the signature page hereof and, unless terminated by either party pursuant to the Termination provision set forth below, shall remain in effect thereafter for a period of two (2) years from such date. Unless FSWA or Employer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement, upon proper authorization granted to Employer, may be renewed on the second anniversary of the date hereof for an additional two (2) year period and thereafter, upon proper authorization granted to Employer, may be renewed on each anniversary date for successive one (1) year periods.

TERMINATION

This Agreement may be terminated with or without cause by FSWA or Employer upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the fees or expenses due FSWA for the Services provided to the date of termination will be due and payable. No penalty will be assessed for the termination of this Agreement.

Notwithstanding anything to the contrary, the sections titled "Indemnification," "Limit on Liability," "Miscellaneous, Governing Law," "Miscellaneous, Arbitration" and "Miscellaneous, Confidentiality" shall survive the termination of this Agreement.

INDEMNIFICATION

Employer agrees to indemnify ^{to the extent allowable by law, and} and hold harmless FSWA, its officers, directors, employees, parent, and their respective affiliates, agents, attorneys and each person who controls FSWA within the meaning of the Investment Advisers Act of 1940 (collectively, "FSWA Indemnified Persons"), from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal and accounting fees and expenses) relating to FSWA's defense of any failure, for any reason, fraudulent or otherwise, by Employer or Employer's employees to comply with any of its/their obligations under this Agreement or any other agreement executed by Employer and delivered to FSWA in connection with FSWA's performance of the Services, provided that Employer shall have no liability or responsibility for any of same or any other consequences resulting from the gross negligence or willful misconduct on the part of any such FSWA Indemnified Persons. In no event shall any FSWA Indemnified Person be liable for special, indirect, consequential damages, or lost profits or loss of business, arising under or in connection with this Agreement or FSWA's performance of the Services.

FSWA shall indemnify and hold harmless Employer, its officers, directors, employees, agents, and attorneys (collectively, "Employer Indemnified Persons"), from and against any losses, claims, damages, liabilities or expenses, including without limitation to which Employer Indemnified Persons may become subject, insofar as such losses, claims, damages, liabilities or expenses arise out of, or are based upon the gross negligence or willful misconduct of FSWA or its employees in providing the Services.

Promptly after receipt by any indemnified party under this Section or notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnified party under this Section, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability that it may have to any indemnified party under this Section or otherwise unless actual prejudice results from said failure to notify.

In case any such action is brought against any indemnified party, and the indemnifying party receives notice of the commencement thereof, the indemnifying party will be entitled to participate in the defense thereof with counsel reasonably satisfactory to such indemnified party. Regardless of whether the indemnifying party elects to participate in the defense, the indemnified party shall have the right to employ separate counsel of its choosing in any such action and to direct and control the defense thereof. All fees and expenses of such counsel shall be the responsibility of the indemnifying party.

EXCULPATION

To the fullest extent permitted by applicable law, no FSWA Indemnified Persons shall be liable to any Employer Indemnified Persons for any claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal and accounting fees and expenses) related to any act or omission performed or omitted by any FSWA Indemnified Persons under this Agreement or any other agreement executed by the Employer and delivered to FSWA in connection with FSWA's performance of services hereunder, except with respect to any act or omission resulting from the gross negligence or willful misconduct of any such FSWA Indemnified Persons.

LIMIT ON LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of FSWA and FSWA's officers, directors, partners, employees and sub-consultants, and any of them, to the Employer and anyone claiming by or through the Employer, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to this Agreement, the Services and/or the Accounts from any cause or causes shall not exceed the total fees received by FSWA under this Agreement for the two (2) most recent years for which it received such compensation. It is intended that this limitation of liability apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

MISCELLANEOUS

Modification. This Agreement may be modified only by a writing signed by both parties to this Agreement. Unless expressly specified in said writing modification shall not be deemed as a cancellation of this Agreement.

Assignment. This Agreement shall be binding upon all successors, by operation of law of both parties hereto, irrespective of any change with regard to the name of or the personnel of Employer or FSWA. No assignment of this Agreement by either party shall be valid unless the other party consents to such an assignment in writing prior to the assignment. Neither this Agreement nor any operation hereunder is intended to be, shall not be deemed to be, and shall not be treated as, a general or limited partnership, association or joint venture relationship between FSWA and Employer.

Governing Law. The construction and effect of every provision of this Agreement, the rights of the parties hereunder and any questions arising out of this Agreement, shall be governed by and construed in accordance with the substantive laws and the decisions of the

courts of the State of Texas, and shall be binding upon the successors and assigns of the parties hereto.

Arbitration. In the event of a dispute between the parties hereto related to the matters specified in this Agreement, that is not resolved by the mutual discussion and agreement of the parties, such dispute shall be settled by arbitration before arbitrators sitting in Dallas, Texas in accordance with the Code of Arbitration Procedures of FINRA then in effect. The arbitrators may allocate attorneys' fees and arbitration costs between the parties, and in accordance with applicable law such award shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction. Each party irrevocably waives any and all rights to trial by jury in any legal proceeding in connection with this Agreement, and acknowledges that this waiver is a material inducement to the other party's entering into this Agreement.

Entire Agreement. This Agreement represents the final and entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement shall cover only the Services set forth herein and is in no way intended, nor shall it be construed, to bestow upon Employer or FSWA any special treatment regarding any other arrangements, agreements or understandings that presently exist between Employer and FSWA or that may hereafter exist. Employer shall be under no obligation whatsoever to deal with FSWA or any companies controlled directly or indirectly by or affiliated with FSWA, in any capacity other than as set forth in this Agreement. Likewise, FSWA shall be under no obligation whatsoever to deal with Employer or any of its affiliates in any capacity other than as set forth in this Agreement.

Severability. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by the final determination of any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

Force Majeure. The parties hereto shall be excused for liability for non-performance or delays in performance of this Agreement arising from any external event beyond any party's control, whether or not foreseeable by either party, in the nature of acts of war, terrorism, civil uprising, imposition of martial law, riots, acts of God, labor disturbances, trading suspension, general computer communications or transportation failures, fire, earthquakes, and other similar events or circumstances to those enumerated above.

Interpleader. If FSWA receives conflicting claims from Employer, an employee of Employer or others persons or agencies regarding money, securities or other property held by FSWA, FSWA may, in its reasonable discretion, tender such money, securities or other property to a court of competent jurisdiction and institute an action in interpleader or other appropriate legal proceeding to determine the rights of the respective claimants. FSWA shall have no



liability to Employer by reason of having pursued such interpleader action, and shall be entitled to reimbursement for its costs and expenses in connection with such action from Employer.

Confidentiality. To the extent authorized by law, the parties may wish, from time to time, in connection with the Services contemplated under this Agreement, to disclose confidential information to each other (the "Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of two (2) years after the termination of this Agreement, provided that the recipient party's obligation shall not apply to information that (i) is not disclosed in writing or reduced to writing so marked with an appropriate confidentiality legend within thirty (30) days of disclosure, (ii) is already in the recipient party's possession at the time of disclosure thereof, (iii) is or later becomes part of the public domain through no fault of the recipient party, (iv) is received from a third party having no obligations of confidentiality to the disclosing party, (v) is independently developed by the recipient party, or (vi) is required by law or regulation to be disclosed. In the event that information is required to be disclosed pursuant to (vi) and to the extent authorized by law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions that may be available to it under such law or regulation.

Notice. For the purposes of any and all notices, consents, directions, approvals, restrictions, requests or other communications required or permitted to be delivered hereunder, FSWA's address shall be:

FSW Advisory Services, Inc.
C/O Caroline Austin
325 North Saint Paul Street
Suite 800
Dallas, Texas 75201

with a copy to:

General Counsel
325 North Saint Paul Street
Suite 800
Dallas, Texas 75201

and Employer's address shall be:

Collin County Texas
C/O County Auditor
3100 Bloomdale Rd., Suite 3100
McKinney, TX 75071



Either party may provide such notice or change its address for notice purposes by giving written notice pursuant to registered or certified mail, return receipt requested, of the new address to the other party.

Disclaimer. Employer understands and acknowledges that all investments are subject to risk, including loss of principal. No representation or guarantee is being made that the Accounts will or are likely to achieve profits or losses similar to those desired or anticipated by Employer. FSWA does not warrant that trading methods or systems of FSWA, Custodian or any of their affiliates presented in the Services or the information herein, or obtained from any other source will result in profits or losses.

Non-Exclusive. Employer understands that FSWA performs investment advisory services for other clients. Employer agrees that FSWA may give advice or take action with respect to any of its other clients that may differ from advice given or the timing or nature of action taken with respect to the Employer. Nothing herein is intended to be construed as creating any exclusive arrangement with Employer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

FSW ADVISORY SERVICES, INC.,
a Delaware corporation

By: _____
Name: Caroline Austin
Title: Senior Vice President, Chief Investment Officer
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

APPENDIX A

Account size (in millions)	Mutual Fund Only Accounts (basis points)	SMA/UMA Accounts (basis points)
First \$25	50	65
\$25-50	45	60
\$50-75	40	55
\$75-100	35	50
\$100-250	30	45
\$250-500	25	40
\$500-750	20	35
\$750-1,000	15	30
\$1,000-\$1500	10	25
\$1,500+	7	20

- **Your charges from FSW Advisory Services are charged on total assets in your account. A full description of the billing methodology is described in our Form ADV.**

Investment Counselor Fees and Manager Fees are not included in the figures above