EXHIBIT "B"

JOHNSON COUNTY COLLATERAL SECURITY AGREEMENT

This COLLATERAL SECURITY AGREEMENT is made and entered into on the date last herein written by and between Johnson County, hereinafter called "Depositor", and First Financial Bank, National Association, a national banking association organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "Bank".

Background:

Depositor, through action of its Commissioners Court, has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its Commissioners Court, designate the officer, or officers, who singularly or jointly will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Deposit Contract is incorporated herein for all purposes; however to the extent that any provision therein conflicts with the provision herein, this Collateral Security Agreement will control. All funds on deposit with Bank to the credit of the Depositor are required to be secured by collateral as provided for in the state statute, Chapter 2257 of the Texas Government Code; said state law is hereinafter referred to as the "Public Funds Collateral Act".

To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Frost National Bank, San Antonio, Texas, will hold the Collateral in a custody account for the benefit of the Depositor. The said Frost National Bank, San Antonio, Texas, is hereinafter referred to as "Trustee".

NOW, THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I.

Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets owned by Bank and held by the Trustee for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement to secure the deposits held by Bank for Depositor as required by the Public Funds Collateral Act.

II.

The total of the market value of the collateral securing such deposits will be in an amount at least equal to the minimum market values of one hundred and ten percent (110%) of all **Depositor's** deposits, plus accrued interest, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government.

Bank has heretofore or will immediately hereinafter deliver to the Trustee collateral of the kind and character permitted by the Public Funds Collateral Act of sufficient amount and market value to provide adequate collateral for the funds of **Depositor** deposited with **Bank**. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Trustee in trust so long as the depository relationship between **Depositor** and **Bank** shall exist hereunder, and thereafter so long as deposits made by **Depositor** with **Bank** hereunder, or any portion thereof, shall have not been properly paid out by **Bank** to **Depositor** or on its order.

IV.

Bank shall cause the Trustee to accept said Collateral and hold the same in trust for the purpose herein stated.

V.

Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit, or in case Bank becomes insolvent, or fails to maintain adequate collateral as required by this Agreement, or in any manner breach its contract with Depositor, Depositor shall give written notice of such failure, insolvency, or breach to Bank, and Bank shall have three (3) business days to cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within three (3) days, it shall be the duty of the Trustee, upon demand of Depositor (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to the Depositor. Depositor may sell all or any part of such collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

VI.

Any sale of such collateral, or any part thereof, made by **Depositor** hereunder may be either at public or private sale; provided, however, it shall give to both **Depositor** and **Bank** three days' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. **Depositor** and **Bank** shall have the right to bid at such sale.

VII.

If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Trustee, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire, provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with Trustees is less than the one hundred and ten percent (110%) of the total sum of the Depositor's funds on deposit with said Bank, Bank shall immediately deposit with Trustees such additional-collateral as may be necessary to cause the market value of such collateral to equal one hundred and ten percent (110%) of the total amount JOHNSON COUNTY COLLATERAL SECURITY AGREEMENT

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of required collateral. Failure of the **Bank** to adequately monitor the collateral and to cure any deficiencies within three business days will subject the **Bank** to the penalties prescribed in the next paragraph of this Agreement. **Depositor** shall have the right to reject substituted collateral by the **Bank** shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by **Bank** without approval of **Depositor**, provided a breach of contract does not exist.

Any time the collateral is determined to be insufficient (i.e., a breach of contract) for a period exceeding three business days, the **Bank** will be required to maintain an additional five percent (5%) collateral over and above the requirement contained in the Public Funds Collateral Act. This additional five percent (5%) collateral requirement will be made for each deficiency that was not cured within three business days after the collateral deficiency occurred during the period of this contract. To the extent that this provision is being implemented during the contract period, Section IX is suspended. This penalty will occur automatically without any notification by the **Depositor** to the **Bank**.

VIII.

Bank shall cause the Trustee to promptly forward within three business days to **Depositor** copies of safekeeping or trust receipts covering all such collateral held for **Bank**, including substitute collateral as provided for herein.

IX.

If at any time the collateral in the hands of the Trustee shall have a market value in excess of the sum of one hundred and ten percent (110%) of the sum of balances due **Depositor** by **Bank**, the **Depositor** shall authorize the withdrawal of a specified amount of collateral and the Trustee may deliver this amount of collateral (and no more) to **Bank**, taking receipt therefore, and the Trustee shall have no further liability for collateral so redelivered to **Bank**.

Either **Depositor** or **Bank** shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be void from and after the expiration of sixty days after the receipt of such notice, provided all provisions of this Agreement have been fulfilled.

X.

When the relationship of **Depositor** and **Bank** shall have ceased to exist between **Depositor** and **Bank**, and when the **Bank** shall have properly paid out all deposits of **Depositor**, it shall be the duty of **Depositor** to give the Trustee written notice to that effect; whereupon the Trustee shall, with the approval of **Depositor**, redeliver to **Bank** all collateral then in their possession belonging to **Bank**, taking its receipt therefore.

Executed by the undersigned duly authorized officers of Parties hereto.

]	FOR DEPOSITOR:		_		
	By: Roger Harmon, Cou		sur s	Date:	5-28-13
S. S. A.	TIEST:				
	Tellen .	wellow	W	Date:	5-28-13
Peras :	or BANK:	unty Clerk			
	MANOS /	3.00		Date:	5-13-13
8	K raig B	eskow			
	A See I	President & Cashie	<u> </u>		

This Collateral Security Agreement was approved by the Board of Directors of the Bank on May 9, 2013.

First Financial Bank of Cleburne, Cleburne, TX

Published: 4/26/2013 10:32:49 AM

Safekeeping

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Management Report
Pledged To: COMMISSIONERS COURT OF JOHNSON COUNTY

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				100.00%	AA-	3.000] } } i
\$236 674 60	\$234,424,06	\$230,000.00	\$230,000.00	\$230,000.00	A1		ALICE TEX WTR AUTH	016176EX3	FFBA
\$521,965.00	\$505,991.34	\$500,000.00	\$500,000.00	\$500,000.00 100.00%	\$ &	5.000	PORTLAND MI PUB SCHS 5/1/2014 AFS	FFBA 736627JA9 0506150064 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$339,183.90	\$330,579.83	\$330,000.00	\$330,000.00	\$330,000.00 100.00%	Aa3 NA	4.000	TRAVIS CNTY TX EMERGENCY SVCS DIST N 3/1/2014 AFS	FFBA 89438JCA9 0505160034 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$267,305.50	\$265,473.65	\$265,000.00	\$265,000.00	\$265,000.00 100.00%	Aa3 AA-	1.500	ROSENBERG TEX 3/1/2014 AFS	FFBA 777628G77 2109112010111151 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$461,128.50	\$450,712.67	\$450,000.00	\$450,000.00	\$450,000.00 100.00%	A N	4.000	SCHERTZ SEQUIN LOC GOVT CORP TX CON 2/1/2014 AFS	FFBA 806643CE0 0505160032 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$5.203.100.83	\$4.993,083,12	\$4.814.790.76	\$65.286,087.00			t t t t t t t t t t t t t t t t t t t		5 MBS - Fixed Rate	
\$ 1,016,380.98	\$987,120.26	\$933,032.53	\$4,700,000.00	\$4,700,000.00 100.00%		A45500 5.500	FHLMC Pool #A45500 6/1/2035 AFS	FFBA 3128K6DD9 203338201009130 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$779,481.72	\$748,181.99	\$714,126.18	\$2,835,000.00	\$2,835,000.00 100.00%		G05420 5.500	FHLMC Pool #G05420 11/1/2033 AFS	FFBA 3128M7K96 173737200912281 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$1,107,798.29	\$1,056,974.20	\$1,000,070.86	\$53,251,087.00	\$53,251,087.00 100.00%		G01346 6.000	FHLMC Pool #G01346 1/1/2032 AFS	FFBA 31283HP74 166962200910151 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$2,146,448.66	\$2,057,516.87	\$2,025,416.07	\$3,000,000.00	\$4,000,000.00 75.00%		J13406 3.500	FHLMC Pool #J13406 11/1/2025 AFS	FFBA 3128PSYB7 213762201012081 FIRST FINANCIAL BANK ABILE	FFBA FIRST F
\$152,991.18	\$143,289.80	\$142,145.12	\$1,500,000.00	\$1,500,000.00 100.00%		254759 4.500	FNMA Pool #254759 6/1/2018 AFS	FFBA 31371K5U1 0307110918 FIRST FINANCIAL BANK ABILE	FFBA FIRST FI
Pledged Market Value	Pledged Book Value	Pledged Par Value	Pledged Original Face Value	Original Face Pledged Percent	Moody StdPoor	Pool Coupon	Description Maturity Prerefund FAS 115	Cusip Trans#	Code Location

^{**} If no data is shown, then there are no pledges for the current period.

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^{**} If no data is shown, then there are no pledges for the current period.

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FFBA 346 266	FFBA 049 030 FIRST FINANCI	FFBA 582 030 FIRST FINANCI	FFBA 800 050 FIRST FINANCI	FFBA 281 030 FIRST FINANCI	FFBA 414 267 FIRST FINANCI	FFBA 346 269 FIRST FINANCI	FFBA 346 266 FIRST FINANCI	FFBA 582 030 FIRST FINANCI	FFBA 882 244 FIRST FINANCL	Safekeeping Code Cusip Trans#
FFBA 346900ME0 FOR 266131201203191 9/1/2	FFBA 049843H65 0308050037 FIRST FINANCIAL BANK ABILE	FFBA 582171LE2 0308270126 FIRST FINANCIAL BANK ABILE	FFBA 800760BZ2 0506150060 FIRST FINANCIAL BANK ABILE	FFBA 281776BR4 0308050035 FIRST FINANCIAL BANK ABILE	FFBA 414946KH5 267591201203271 FIRST FINANCIAL BANK ABILE	FFBA 346908GP5 269114201204121 FIRST FINANCIAL BANK ABILE	FFBA 346900MD2 266130201203191 FIRST FINANCIAL BANK ABILE	FFBA 582171LD4 0308270092 FIRST FINANCIAL BANK ABILE	FFBA 882756G94 244996201109260 FIRST FINANCIAL BANK ABILE	ip ip
FORT BEND CNTY TX MUNI UTILITY 9/1/2019	ATTLEBORO MA 7/15/2019 AFS	MCLENNAN CNTY TX 6/1/2019 AFS	SANGAMON CNTY IL CMNTY UNIT SCH DIST 2/1/2019 AFS	EDWARDS KNOX NY CENT SCH DIST 2/1/2019 8/1/2013 @ 100.5 AFS	HARRIS CNTY TX MUNI UTILITY DI 9/1/2018 AFS	FORT BEND CNTY TX MUNI UTILITY 9/1/2018 AFS	FORT BEND CNTY TX MUNI UTILITY 9/1/2018 AFS	MCLENNAN CNTY TX 6/1/2018 AFS	TEXAS ST PUBLIC FIN AUTH 10/15/2017 AFS	Description Maturity Prerefund FAS 115
3.000	3.950	4.125	4.000	3.875	2.000	2.000	3.000	4.000	3.500	Pool
≱₹	≯	Aa 1	NA A1	P N	A N	AA- NA	AA A	Aa1 AA	A1 NA	Moody StdPoor
\$300,000.00 100.00%	\$455,000.00 100.00%	\$480,000.00 100.00%	\$925,000.00 100.00%	\$185,000.00 100.00%	\$245,000.00 100.00%	\$230,000.00 100.00%	\$285,000.00 100.00%	\$460,000.00 100.00%	\$500,000.00 100.00%	Original Face Pledged Percent
\$300,000.00	\$455,000.00	\$480,000.00	\$925,000.00	\$185,000.00	\$245,000.00	\$230,000.00	\$285,000.00	\$460,000.00	\$500,000.00	Pledged Original Face Value
\$300,000.00	\$455,000.00	\$480,000.00	\$925,000.00	\$185,000.00	\$245,000.00	\$230,000.00	\$285,000.00	\$460,000.00	\$500,000.00	Pledged Par Value
\$312,152.10	\$455,779.99	\$479,456.69	\$918,936.63	\$185,869.14	\$251,456.31	\$232,305.92	\$298,746.79	\$459,116.98	\$537,949.55	Pledged Book Value
\$322,647.00	\$462,439.25	\$481,689.60	\$961,805.75	\$187,804.60	\$255,304.70	\$239,673.80	\$305,699.55	\$461,633.00	\$556,610.00	Pledged Market Value

^{**} If no data is shown, then there are no pledges for the current period.

First Financial Bank of Cleburne, Cleburne, TX

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Code FFBA Location Cusip 414902NP7 Trans# HARRIS CNTY TX WC&ID #110 **FAS 115** Description Maturity Prerefund Coupon Pool StdPoor Moody Pledged Percent Original Face \$325,000.00 Original Face Value \$325,000.00 Pledged \$325,000.00 Par Value Pledged \$346,026.57 Book Value Pledged

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^{**} If no data is shown, then there are no pledges for the current period.

First Financial Bank of Cleburne, Cleburne, TX

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^{**} If no data is shown, then there are no pledges for the current period.

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First Financial Bank of Cleburne, Cleburne, TX

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\$4,000,000,00

\$4,000,000,00

\$4,173,520,09

\$4.291,407,40

^{**} If no data is shown, then there are no pledges for the current period.

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Code Cusip Trans#

Location

Total Pledged

Maturity Description FAS 115

Prerefund

Coupon P00

StdPoor Moody

Pledged Percent Original Face

Original Face Value Pledged

Par Value Pledged

Book Value Pledged

Market Value Pledged

59 To: CCJC COMMISSIONERS COURT OF JOHNSON COUNTY \$2,430,000.00 Munis with Maturity Under 2 Years \$18,685,000.00 Munis with Maturity Over 2 Years Munis with Maturity Under 2 Years \$90,401,087,00 \$29,929,790,76 \$30,774,218,66 \$32,267,260,28

\$6,814,790.76 Other securities with Stated Maturity Over 2 Years

Other securities with Stated Maturity Under 2 Years

\$2,000,000.00

^{**} If no data is shown, then there are no pledges for the current period.