

FIRST FINANCIAL BANKSHARES INC

Form S-4

March 22, 2013

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As filed with the Securities and Exchange Commission on March 22, 2013

Registration No. 333-[ ]

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form S-4**  
**REGISTRATION STATEMENT**

*UNDER*

*THE SECURITIES ACT OF 1933*

**FIRST FINANCIAL BANKSHARES, INC.**

(Exact name of registrant as specified in its charter)

Texas  
(State or other jurisdiction of

6021  
(Primary Standard Industrial

75-0944023  
(I.R.S. Employer

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incorporation or organization)

Classification Code Number)

Identification No.)

400 Pine Street

Abilene, Texas 79601

(325) 627-7155

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

F. Scott Dueser

Chairman of the Board, President and Chief Executive Officer

First Financial Bankshares, Inc.

400 Pine Street

Abilene, Texas 79601

(325) 627-7155

(325) 627-7393 (Fax)

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copy to:*

Michael G. Keeley, Esq.

Hunton & Williams LLP

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 468-3345

(214) 740-7138 (Fax)

**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable after this registration statement becomes effective and all other conditions to the proposed merger described herein have been satisfied or waived.

If the securities being registered on this form are to be offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: "

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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ..

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ..

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer ..  
 Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company ..

### CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered <sup>(1)</sup>	Proposed maximum offering price per share	Proposed maximum aggregate offering price <sup>(2)</sup>	Amount of registration fee
Common Stock, \$.01 par value	420,000	N/A	\$6,150,000	\$839

- (1) Represents the estimated maximum number of shares of Registrant common stock that could be issued in connection with the merger described herein.  
 (2) Estimated solely for the purpose of determining the registration fee in accordance with Rule 457(f)(2) and (f)(3) under the Securities Act by multiplying the book value of Orange Savings Bank, SSB common stock of \$1,814 per share as of December 31, 2012 by the maximum number of shares of Orange Savings Bank, SSB common stock to be acquired by Registrant in the merger described herein, minus the cash portion of the merger consideration to be paid by First Financial to the holder of shares of Orange Savings Bank, SSB common stock.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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**The information in this proxy statement/prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This proxy statement/prospectus is not an offer to sell these securities, and it is not soliciting to buy these securities, in any state where the offer or sale is not permitted.**

**Subject to completion, dated [ ], 2013**

**ASSET SALE PROPOSED YOUR VOTE IS VERY IMPORTANT**

You are cordially invited to attend the special meeting of shareholders of OSB Financial Services, Inc. ( OSB Financial ) to be held on [ ], 2013 at [ ] [ ] .m. in the lobby of Orange Savings Bank, SSB, at 812 North 16<sup>th</sup> Street, Orange, Texas 77630. At this important special meeting, you will be asked to approve the sale of substantially all of the assets of OSB Financial pursuant to the Agreement and Plan of Merger, dated February 20, 2013, by and between First Financial Bankshares, Inc. ( First Financial ), First Financial Bank, N.A., OSB Financial and Orange Savings Bank, SSB. The asset sale will be completed by means of the merger of Orange Savings Bank, SSB with and into First Financial Bank, N.A., on the terms and subject to the conditions contained in the merger agreement. You may also be asked to adjourn or postpone the meeting to a later date or dates, if the board of directors of OSB Financial determines it is necessary.

If the asset sale is completed, all outstanding shares of Orange Savings Bank, SSB common stock held by OSB Financial will be converted, pursuant to the merger agreement, into an aggregate of 420,000 shares of First Financial common stock and \$39.2 million in cash, with the cash portion subject to decrease under certain circumstances, as set forth in the merger agreement. After completion of the asset sale, OSB Financial intends to distribute the consideration, after repayment of its obligations and expenses, to the holders of the OSB Financial common stock, other than dissenting shareholders. The asset sale and the merger will be treated as a taxable sale of the stock of a qualified subchapter S subsidiary (within the meaning of §1361(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the Code )) that is treated as a taxable asset sale for federal income tax purposes. After completion of the asset sale, we expect that shareholders of OSB Financial will own approximately 1.33% of the issued and outstanding shares of common stock of First Financial. First Financial's common stock is listed on the NASDAQ Global Select Market under the symbol FFIN.

This document contains a more complete description of the special meeting and the terms of the asset sale and the merger agreement. We urge you to review this entire document carefully. You may also obtain information about First Financial from documents that First Financial has filed with the Securities and Exchange Commission, or SEC.

Thomas A. Gunn

Chairman of the Board

OSB Financial Services, Inc.

**An investment in First Financial common stock in connection with the asset sale involves risks. See Risk Factors beginning on page 13.**

**Neither the SEC nor any state securities commission has approved or disapproved of the securities to be issued under this proxy statement/prospectus or determined if this proxy statement/prospectus is accurate or adequate. Any representation to the contrary is a criminal offense.**

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**The securities that First Financial is offering through this document are not savings or deposit accounts or other obligations of any bank or non-bank subsidiary of either of our companies, and they are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.**

Proxy statement/prospectus dated [                      ], 2013

and first mailed to shareholders of OSB Financial on or about [                      ], 2013

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**HOW TO OBTAIN ADDITIONAL INFORMATION**

**This proxy statement/prospectus incorporates important business and financial information about First Financial from documents filed with the SEC that have not been included in or delivered with this document. This information is described on page 77 under *Where You Can Find More Information*. You can obtain free copies of this information by writing or calling:**

**First Financial Bankshares, Inc.**

**400 Pine Street**

**Abilene, Texas 79601**

**Attention: J. Bruce Hildebrand, Executive Vice President and Chief Financial Officer**

**Telephone (325) 627-7155**

To obtain timely delivery of the documents before the special meeting of OSB Financial, you must request the information by [ ], 2013.

**PLEASE NOTE**

We have not authorized anyone to provide you with any information other than the information included in this document and the documents to which we refer you. If someone provides you with other information, please do not rely on it as being authorized by us.

**This proxy statement/prospectus has been prepared as of [ ], 2013. There may be changes in the affairs of OSB Financial or First Financial since that date, which are not reflected in this document.**

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**OSB Financial Services, Inc.**

**812 North 16th Street**

**Orange, Texas 77630**

**(409) 221-6160**

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS**

The special meeting of shareholders of OSB Financial Services, Inc. will be held on [ ], 2013 at [ ] [ ]m., local time, in the lobby of Orange Savings Bank, SSB, at 812 North 16<sup>th</sup> Street, Orange, Texas 77630, for the following purposes:

1. To approve the sale of substantially all of the assets of OSB Financial Services, Inc. pursuant to that certain Agreement and Plan of Merger, dated February 20, 2013, by and between First Financial Bankshares, Inc., First Financial Bank, N.A., OSB Financial Services, Inc., and Orange Savings Bank, SSB providing for the merger of Orange Savings Bank, SSB with and into First Financial Bank, N.A., on the terms and subject to the conditions contained therein; and

2. The authority to adjourn or postpone the special meeting.

Only shareholders of record at the close of business on [ ], 2013 will be entitled to notice of and to vote at the meeting and any adjournments or postponements thereof. The meeting may be adjourned or postponed from time to time upon approval of OSB Financial's shareholders without any notice other than by announcement at the meeting of the adjournment or postponement thereof, and any and all business for which notice is hereby given may be transacted at such adjourned or postponed meeting.

Shareholders of OSB Financial have the right to dissent from the asset sale and obtain payment in cash of the appraised fair value of their shares of OSB Financial common stock under applicable provisions of the Texas Business Organizations Code. In order for a shareholder of OSB Financial to perfect his right to dissent, such shareholder must file a written objection to the asset sale prior to the special meeting, must vote against the asset sale and must file a written demand with First Financial within 20 days after the consummation of the asset sale for payment of the fair value of the shareholder's shares of OSB Financial common stock. A copy of the applicable statutory provisions of the Texas Business Organizations Code is included as **Appendix C** to the accompanying proxy statement/prospectus and a summary of these provisions can be found under the caption *Proposal 1: Approval of Asset Sale and Merger Agreement Dissenters' Rights of OSB Financial Shareholders*.

By Order of the Board of Directors,

Thomas A. Gunn

*Chairman of the Board*

Orange, Texas

[ ], 2013

**The board of directors of OSB Financial Services, Inc. unanimously recommends that you vote FOR the approval of the asset sale and FOR the authority to adjourn or postpone the special meeting.**

**Your Vote is Very Important**

A proxy card is enclosed. Whether or not you plan to attend the special meeting, please complete, sign and date the proxy card and promptly mail it in the enclosed envelope. You may revoke your proxy card in the manner described in the proxy statement/prospectus at any time before the special meeting is called to order. If you attend the special meeting, you may vote in person if you wish, even if you have previously returned your proxy card.



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**QUESTIONS AND ANSWERS ABOUT THE ASSET SALE, THE MERGER AND THE SPECIAL MEETING**

**Q: What are OSB Financial Services, Inc. shareholders being asked to vote upon?**

A: The shareholders of OSB Financial Services, Inc., or OSB Financial, are being asked to consider and vote on the following matters:

to approve the asset sale pursuant to the merger agreement providing for the merger of Orange Savings Bank, SSB with and into First Financial Bank, N.A.; and

the authority to adjourn or postpone the special meeting.

As of the date of this proxy statement/prospectus, OSB Financial's board of directors is not aware of any matters, other than those stated above, that may be brought before the special meeting.

**Q: What is the difference between the asset sale and the merger?**

A: Pursuant to the terms and conditions of the merger agreement, OSB Financial will sell all of the outstanding capital stock of Orange Savings Bank, SSB to First Financial. The sale of the Orange Savings Bank, SSB stock represents the sale of OSB Financial's principal asset. The asset sale will be accomplished through the merger of Orange Savings Bank, SSB with and into First Financial Bank, N.A. Accordingly, OSB Financial must obtain the approval of its shareholders, to, among other things, sell the Orange Savings Bank, SSB stock to First Financial.

**Q: What will happen in the merger?**

A: In the merger, Orange Savings Bank, SSB will be merged with and into First Financial Bank, N.A., with First Financial Bank, N.A. being the surviving entity. The merger will effect a sale of substantially all of the assets of OSB Financial. As consideration in the asset sale, First Financial will issue 420,000 shares of First Financial common stock and pay \$39.2 million in cash, subject to decrease under certain circumstances, as set forth in the merger agreement, to OSB Financial.

**Q: What form of consideration will OSB Financial shareholders receive as a result of the asset sale?**

A: If the asset sale is approved by the shareholders of OSB Financial and the merger is subsequently completed, all outstanding shares of Orange Savings Bank, SSB common stock will be converted into an aggregate of 420,000 shares of First Financial common stock and \$39.2 million in cash, with the cash portion subject to decrease under certain circumstances as set forth in the merger agreement. First Financial will deliver the consideration to OSB Financial. After completion of the asset sale, OSB Financial intends to distribute the consideration, after repayment of its obligations and expenses, to the holders of the common stock of OSB Financial, other than dissenting shareholders. OSB Financial has agreed in the merger agreement, however, to maintain ownership of cash or other assets (other than shares of First Financial common stock) with a net fair market value of at least \$1,000,000 in excess of any liabilities of OSB Financial until December 30, 2013.

**Q: What obligations and expenses does OSB Financial have to repay?**

- A: OSB Financial must repay all of its outstanding trust preferred promissory notes. The payoff amount, including accrued interest and the cancellation fee, will be \$6,424,513.80. OSB Financial also will repay its 2009 Senior Secured Notes Due December 31, 2020, which have a principal balance of \$6,400,000 and estimated accrued interest through May 31, 2013 of \$64,000. OSB Financial also will terminate an interest rate swap. The cost for that termination varies daily and would have been \$229,700 if terminated on March 14, 2013.

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**Q: When do you expect the asset sale to be completed?**

A: We are working to complete the asset sale and consummate the merger during the second quarter of 2013, although delays could occur.

**Q: When do you expect OSB Financial to distribute the consideration to the OSB Financial shareholders?**

A: OSB Financial intends to make the first distribution to its shareholder within 30 days after the closing of the asset sale. The final distribution will be made when OSB Financial is liquidated on December 31, 2013.

**Q: What will happen to my stock in OSB Financial following completion of the asset sale?**

A: OSB Financial will remain in existence as a Texas corporation and you will continue to be a shareholder of OSB Financial. OSB Financial is obligated under the merger agreement to maintain ownership of cash or other assets (other than shares of First Financial common stock) with a net fair market value of at least \$1,000,000 in excess of any liabilities of OSB Financial until December 30, 2013. The purpose of this obligation is to provide additional security to First Financial in connection with OSB Financial's indemnification obligations under the merger agreement, as described herein. Presently, OSB Financial intends to liquidate OSB Financial on December 31, 2013 and will convene a meeting of its shareholders later in 2013 for that purpose.

**Q: When and where will OSB Financial shareholders' meeting be held?**

A: The OSB Financial shareholders' meeting is scheduled to take place at [ ] [ ] m., local time, on [ ] [ ], 2013 at [ ], Orange, Texas [ ].

**Q: What are my choices when voting?**

A: With respect to each of the proposals, you may vote for the proposal, against the proposal or abstain from voting on the proposal. An abstention will count as a vote against each proposal.

**Q: What votes are required for approval of the asset sale pursuant to the merger agreement?**

A: Approval by OSB Financial shareholders of the asset sale pursuant to the merger agreement requires the affirmative vote of the holders of at least two-thirds of the shares of OSB Financial common stock outstanding on [ ], 2013.

**Q: What votes are required to adjourn or postpone the special meeting?**

A: To adjourn or postpone the special meeting, the affirmative vote of a majority of the shares of OSB Financial common stock present, in person or by proxy, at the meeting is required.

**Q: How does the board of directors of OSB Financial recommend that I vote?**

A: The board of directors of OSB Financial unanimously recommends that the shareholders vote their shares as follows:

Proposal 1 FOR the approval of the asset sale pursuant to the merger agreement; and

Proposal 2 FOR the authority to adjourn or postpone the special meeting.

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**Q: What happens if I transfer my shares after the record date for the special meeting?**

A: The record date for the special meeting is earlier than the expected date of completion of the asset sale. Therefore, if you transfer your shares of OSB Financial common stock after the applicable record date, but prior to the completion of the asset sale, you will retain the right to vote at the special meeting, but the right to receive any distribution of the consideration from the asset sale will transfer with the shares of stock.

**Q: What do I need to do now?**

A: After you have thoroughly read and considered the information contained in this proxy statement/prospectus, indicate on the proxy card applicable to your OSB Financial common stock how you want to vote and sign, date and mail your proxy card(s) in the enclosed pre-addressed postage-paid envelope as soon as possible so that your shares of OSB Financial common stock may be represented at the special meeting.

**Q: What happens if I don't return a proxy card for the special meeting?**

A: Because approval of the asset sale pursuant to the merger agreement requires the affirmative approval of the holders of at least two-thirds of the outstanding shares of OSB Financial common stock, the failure to return your proxy card will have the same effect as a vote against the asset sale, unless you attend the special meeting in person and vote for approval of the asset sale.

**Q: May I vote in person?**

A: Yes. Even if you have previously completed and returned your proxy card, you may vote your shares in person by attending the special meeting, revoking your previously submitted proxy prior to the start of the special meeting and voting your shares in person.

**Q: May I change my vote after I have submitted my proxy card?**

A: Yes. You may change your vote at any time before the special meeting is called to order by attending the special meeting, revoking your proxy and voting your shares in person or by submitting a new proxy card.

**Q: If my shares are held in street name by my broker, will my broker vote my shares for me?**

A: Your broker will vote your shares only if you provide instructions on how to vote. You should instruct your broker how to vote your shares, following the directions your broker provides. If you do not provide instructions to your broker, your shares will not be voted, which will have the same effect as a vote against the asset sale.

**Q: Do I have any rights to dissent from the asset sale pursuant to the merger agreement?**

A: You have the right to vote against approval of the asset sale pursuant to the merger agreement, dissent from the asset sale and seek payment of the appraised fair value of your shares in cash as described in *Proposal 1: Approval of Asset Sale and Merger*



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*Agreement Dissenters Rights of OSB Financial Shareholders* beginning on page 56. The appraised fair value of your shares of OSB Financial common stock may be more or less than the value of the distribution of the First Financial common stock and cash that OSB Financial intends to distribute to its shareholders following the asset sale.

**Q: Should I send in my stock certificates now?**

**A:** No. Neither the asset sale nor the merger involve the exchange of OSB Financial common stock. Therefore, you should *not* send your OSB Financial stock certificates with your proxy card.

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**Q: Who can help answer my questions?**

**A:** If you have additional questions about the merger, you should contact Stephen Lee, OSB Financial Services, Inc., 812 North 16<sup>th</sup> Street, Orange, Texas 77630, telephone (409) 221-6160.

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**SUMMARY**

*This brief summary highlights selected information from this proxy statement/prospectus and may not contain all of the information that is important to you. We urge you to carefully read this entire document and the other documents we refer to in this document. These documents will give you a more complete description of the transaction we are proposing. For more information about First Financial, see *Where You Can Find More Information* on page 77. We have included page references in this summary to direct you to other places in this proxy statement/prospectus where you can find a more complete description of the topics we have summarized.*

**The Companies**

**First Financial Bankshares, Inc.**

400 Pine Street

Abilene, Texas 79601

(325) 627-7155

First Financial, a Texas corporation, is a financial holding company registered under the Bank Holding Company Act of 1956, as amended (the BHC Act ). First Financial owns all of the issued and outstanding shares of common stock of First Financial Bank, N.A. As of December 31, 2012, on a consolidated basis, First Financial had total assets of approximately \$4.5 billion, total loans of approximately \$2.1 billion, total deposits of approximately \$3.6 billion and shareholders' equity of approximately \$557.0 million.

**First Financial Bank, N.A.**

400 Pine Street

Abilene, Texas 79601

(325) 627-7155

First Financial Bank, N.A. is a national banking association chartered and regulated by the Office of the Comptroller of the Currency (the OCC ) and its deposits are insured by the Federal Deposit Insurance Corporation (the FDIC ). First Financial Bank, N.A. conducts a complete range of commercial and personal banking activities. First Financial currently operates a total of fifty-five (55) locations, with eleven locations in Abilene (including the main office of First Financial Bank, N.A.), two locations in Cleburne, two locations in Stephenville, two locations in Granbury, two locations in San Angelo, three locations in Weatherford, and one location each in Mineral Wells, Hereford, Sweetwater, Eastland, Ranger, Rising Star, Cisco, Southlake, Aledo, Willow Park, Brock, Alvarado, Burleson, Crowley, Waxahachie, Grapevine, Keller, Trophy Club, Boyd, Bridgeport, Decatur, Roby, Trent, Merkel, Clyde, Moran, Albany, Midlothian, Glen Rose, Acton, Odessa, Fort Worth and Huntsville, all in Texas.

**OSB Financial Services, Inc.**

812 North 16th Street

Orange, Texas 77630

(409) 221-6160

OSB Financial, a Texas corporation, is a bank holding company registered under the BHC Act for Orange Savings Bank, SSB. OSB Financial owns all of the issued and outstanding shares of a single class of common stock of Orange Savings Bank, SSB. As of December 31, 2012, on a consolidated basis, OSB Financial had total assets of \$442.8 million, total deposits of \$381.1 million, total loans (net of unearned discount and allowance for loan losses) of \$292.9 million and shareholders' equity of \$33.3 million.



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**Orange Savings Bank, SSB**

812 North 16th Street

Orange, Texas 77630

(409) 221-6160

Orange Savings Bank, SSB is a Texas savings bank chartered and regulated by the Texas Department of Savings and Mortgage Lending (the TDSML ) and its deposits are insured by the Federal Deposit Insurance Corporation (the FDIC ). Orange Savings Bank, SSB operates two banking offices located in Orange with its main office at 812 North 16<sup>th</sup> Street and an additional branch on Highway 62. The Bank also operates banking branch offices in Mauriceville, Newton, Port Arthur, and Vidor, Texas.

**Proposed Asset Sale by OSB Financial to First Financial**

*The merger agreement is the legal document that governs the asset sale and the related merger. We have attached the merger agreement to this document as **Appendix A**. Please read the entire merger agreement.*

Pursuant to the merger agreement, OSB Financial will sell the common stock of Orange Savings Bank, SSB, which is OSB Financial's primary asset, to First Financial by means of the merger of Orange Savings Bank, SSB with and into First Financial Bank, N.A. First Financial Bank, N.A. will be the surviving entity in the merger. The merger will have the effect of a sale of substantially all of the assets of OSB Financial. We expect to complete the asset sale and the related merger during the second quarter of 2013, although delays could occur.

**Terms of the Asset Sale (page 28)**

Pursuant to the terms of the merger agreement, all outstanding shares of Orange Savings Bank, SSB common stock will be converted into an aggregate of 420,000 shares of First Financial common stock and \$39.2 million in cash, with the cash portion subject to decrease on a dollar-for-dollar basis if Orange Sa/TR>David Castillo, Attorney in Fact

**RIDER:**

**SEC NOTIFICATION RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No.00 FI 0228522 - 08 in favor of Equus Total Return, Inc.

It is agreed that:

1. The Underwriter will mark its records to indicate that the Securities And Exchange Commission is to be notified sixty days prior to the cancellation or substantial modification of the attached bond, whether at the request of the Insured or the Underwriter, and will use its best efforts to so notify said Commission but failure to so notify said Commission shall not impair or delay the effectiveness of any such cancellation or modification.
2. This rider shall become effective as of 12:01 a.m. on January 29, 2008.

David Castillo, Attorney in Fact

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Association of America

**RIDER:**

**AMEND INSURING AGREEMENT (A) FIDELITY; ADD DEFINITION OF LARCENY OR  
EMBEZZLEMENT**

To be attached to and form part of Financial Institution Bond, Standard Form No. 14, No. 00 FI 0228522-08 in favor of Equus Total Return, Inc.

It is agreed that:

1. Insuring Agreement (A) FIDELITY is amended to include the following:

Loss resulting directly from Larceny or Embezzlement committed by an Employee, acting alone or in collusion with others.

2. DEFINITIONS, Section 1. is amended to include the following:

Larceny or Embezzlement means Larceny or Embezzlement as set forth in Section 37 of the Investment Company Act of 1940.

3. Except where herein modified, the Bond to which this rider attaches to subject to all of its Conditions, Exclusions and Limitations.

4. This rider shall become effective as of 12:01 a.m. on January 29, 2008.

David Castillo, Attorney in Fact

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT NO.:**

**This endorsement, effective on 01/29/2008**

**At 12:01 A.M. standard time**

**Forms a part of Policy No.: 00 FI 0228522 - 08**

**Issued to: Equus Total Return, Inc.**

**By: Hartford Casualty Insurance Company**

**MAILING ADDRESS FOR NOTICE ENDORSEMENT**

**I. Notice of Claim or Wrongful Act**

A. It is hereby understood and agreed that a notice of any claim or wrongful act shall be given in writing to the following:

*THE HARTFORD*

*CLAIMS DEPARTMENT*

*HARTFORD FINANCIAL PRODUCTS*

*2 PARK AVENUE*

*5<sup>TH</sup> FLOOR*

*NEW YORK, NEW YORK 10016*

*FACSIMILE: (212) 277-0915*

B. It is hereby understood and agreed that where it is stated in the policy or declarations page that a notice of any claim or wrongful act shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115 shall be deleted in its entirety and replaced with the following:

Notice of any claim or wrongful act shall be given in writing to the following:

*THE HARTFORD*

*CLAIMS DEPARTMENT*

*HARTFORD FINANCIAL PRODUCTS*

*2 PARK AVENUE*

*5<sup>TH</sup> FLOOR*

*NEW YORK, NEW YORK 10016*





**II. All Other Notices**

A. All notices for a claim or wrongful act must be mailed to the address as specified above in Item (I) of this endorsement.

B. It is hereby understood and agreed that all notices, except for a notice of claim or wrongful act, shall be given in writing to the following:

*THE HARTFORD*  
*COMPLIANCE DEPARTMENT*  
*HARTFORD FINANCIAL PRODUCTS*  
*2 PARK AVENUE*  
*5<sup>TH</sup> FLOOR*  
*NEW YORK, NEW YORK 10016*

C. With the exception of notice of a claim or wrongful act, it is hereby understood and agreed that where it is stated in the policy or declarations page that a notice shall be given in writing to The Hartford, Hartford Plaza, Hartford CT 06115 shall be deleted in its entirety and replaced with the following:

All notices, except for a notice of claim or wrongful act, shall be given in writing to the following:

*THE HARTFORD*  
*COMPLIANCE DEPARTMENT*  
*HARTFORD FINANCIAL PRODUCTS*  
*2 PARK AVENUE*  
*5<sup>TH</sup> FLOOR*  
*NEW YORK, NEW YORK 10016*

All other terms and conditions of the policy remain unchanged.