

FEDERAL DEPOSIT INSURANCE CORPORATION

Washington, D.C. 20429

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 1, 2015

FIRST REPUBLIC BANK

(Exact name of registrant as specified in its charter)

California
(State or other jurisdiction
of incorporation)

80-0513856
(I.R.S. Employer
Identification No.)

111 Pine Street, 2nd Floor
San Francisco, CA 94111
(Address, including zip code, of principal executive office)

Registrant's telephone number, including area code: (415) 392-1400

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement
Item 5.02 Departure of Directors or Certain Officers; Election of Directors;
Appointment of Certain Officers; Compensatory Arrangements of Certain
Officers

*Extension of Employment Agreement with Chairman and Chief Executive Officer,
including Enhanced Role and Time Commitment*

First Republic Bank (the “Bank”) and James H. Herbert, II, its Chairman and Chief Executive Officer (Founding), have agreed to extend Mr. Herbert’s employment by the Bank and enhance his role and time commitment with the Bank during the Extended Term of his agreement (described below). Specifically, Mr. Herbert’s existing employment agreement has been amended (the “Herbert Amendment”) to extend the overall term of his employment for one additional year from December 31, 2020 to December 31, 2021. Mr. Herbert will continue to serve as full time Chairman and Chief Executive Officer of the Bank through December 31, 2017 (formerly June 30, 2017). The Herbert Amendment also extends by one year (until December 31, 2021) the “Extended Term” of the employment agreement during which Mr. Herbert will cease to serve as the Bank’s Chief Executive Officer but will continue to serve as a member of the Board (subject to his election by shareholders) and as the Bank’s Executive Chairman. The Extended Term will now run from January 1, 2018 until December 31, 2021 (formerly July 1, 2017 through December 31, 2020).

In addition, during the Extended Term, Mr. Herbert will now be employed by the Bank in an expanded role with an enhanced time commitment as Executive Chairman (formerly Chairman). The Herbert Amendment was approved by the Board of Directors (the “Board”) on December 1, 2015. The Executive Chairman role represents a significant expansion of the time commitment that Mr. Herbert would have pursuant to the arrangements of his existing employment agreement. This role is intended to now constitute 80% of a full-time position (up from 25%). Mr. Herbert’s annual compensation for services as Executive Chairman will also be proportionately increased to 64% of his annual compensation in effect before the commencement of the Extended Term (previously 20% of annual compensation as provided under Mr. Herbert’s existing arrangements).

The Bank has agreed that if Mr. Herbert resigns during the Extended Term because he is not elected to the Board or is not appointed as Executive Chairman of the Bank, then certain equity award grants will continue to vest (subject to performance goal achievement). The Bank has also agreed, with respect to certain equity award grants, to prospectively include provisions regarding eligibility for continued vesting (subject to performance goal achievement) upon termination of Mr. Herbert’s employment by the Bank without “Cause” or resignation for “Good Reason”, each as defined in Mr. Herbert’s employment agreement. The Bank has also agreed to pay the reasonable fees and expenses of

Mr. Herbert's attorneys and other advisors in connection with the preparation and negotiation of the Herbert Amendment.

The foregoing description is a summary, only, and is qualified in its entirety by the text of the Herbert Amendment, a copy of which is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 10.1 Employment Agreement Amendment No. 3, effective December 1, 2015, to the Employment Agreement, dated June 15, 2010, as amended effective February 27, 2012 and February 25, 2014, between James H. Herbert, II and the Bank.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 2, 2015

First Republic Bank

By: /s/ Michael J. Roffler

Name: Michael J. Roffler

Title: Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 10.1	Employment Agreement Amendment No. 3, effective December 1, 2015, to the Employment Agreement, dated June 15, 2010, as amended effective February 27, 2012 and February 25, 2014, between James H. Herbert, II and the Bank.

December 1, 2015

Mr. James H. Herbert, II
1170 Sacramento Street
San Francisco, California 94108

Re: Employment Agreement Amendment No. 3

Dear Jim:

This Amendment No. 3 (the "*Amendment*"), amends the Employment Agreement between you and First Republic Bank ("*Bank*") dated June 15, 2010, as amended pursuant to Amendment No. 1 effective February 27, 2012 and Amendment No. 2 effective February 25, 2014 (the "*Employment Agreement*"), subject to regulatory approvals, as necessary. This Amendment shall be effective December 1, 2015 (the "*Effective Date*"), as set forth below. Capitalized terms shall have the meanings specified in the Employment Agreement unless otherwise provided herein.

1. Term.

The expiration of the Term of your Employment Agreement is extended for one year from December 31, 2020 to December 31, 2021, subject to earlier termination under Section 6 of the Employment Agreement. The portion of the Term constituting the Extended Term is deferred by six months, such that the period of the Extended Term shall be changed from July 1, 2017 through December 31, 2020, to January 1, 2018 through December 31, 2021. During the period from the Effective Date through December 31, 2017, you will continue to be employed by Bank in the position of Chairman and Chief Executive Officer of Bank and continue to serve as a member of the Board, subject to your being elected to the Board by the shareholders of Bank. Subject to the terms of the Employment Agreement, as of the commencement of the Extended Term, you will cease to serve in the position of Chairman and Chief Executive Officer of Bank, and during the Extended Term will continue to be employed by Bank in the position of Executive Chairman and continue to serve as a member of the Board, subject to your being elected to the Board by the shareholders of Bank. In your capacity as Executive Chairman, you shall remain heavily involved in development of Bank's overall strategy, preservation of its unique culture, maintenance of relationships with the largest clients and shareholders, and regulatory relations; provided, however, that although your role as Executive Chairman is intended to be at a level equal to at least 80% of a full-time position, your direct reports shall be limited in a manner that will enable you to pursue outside interests of a (non-competitive) personal and/or business nature in compliance with Bank's policies. Any references in the

Employment Agreement or the Restricted Stock Agreement, dated as of February 27, 2012, between you and Bank, to “Chairman” during the Extended Term shall hereby be deemed to be replaced with “Executive Chairman” as necessary to effect this intent.

2. Amendments to Certain Sections of the Employment Agreement.

(a) During the Extended Term, you will be paid an Annual Salary equal to 64% of the Annual Salary in effect at December 31, 2017 for an 80% of full-time commitment (instead of 20% of Annual Salary for a 25% of full-time commitment). In addition, during the Extended Term you will be eligible to receive an Annual Bonus on the basis as provided for in Section 4(b) (and subject to the other terms and conditions) of the Employment Agreement, except that, consistent with the preceding sentence, the percentage of Bank’s Pre-Tax Profits for each year during the Extended Term shall be increased from one-tenth of one percent (0.1%) to thirty-two one-hundredths of one percent (0.32%) in proportion to the increased time commitment of the Executive Chairman role.

(b) The proviso at the end of the second sentence of Section 4(b) of the Employment Agreement shall be amended to provide as follows: “; provided, however, that for each of fiscal years through the end of the Extended Term, your Annual Bonus shall not exceed \$4,750,000”.

(c) Consistent with paragraph 2(a) above, during the Extended Term, (1) in Section 6(c)(2) of the Employment Agreement, the percentage of Bank’s Pre-Tax Profits shall be increased from one-tenth of one percent (0.1%) to thirty-two one-hundredths of one percent (0.32%) each place it appears therein, and (2) in Section 6(c)(3) of the Employment Agreement, the percentage of Bank’s Pre-Tax Profits shall be increased from one-tenth of one percent (0.1%) to thirty-two one-hundredths of one percent (0.32%). For the avoidance of doubt, Section 6(c)(2) and 6(c)(3) shall remain unchanged as they relate to periods of the Term other than the Extended Term.

3. Treatment of Equity-Based Awards.

(a) If, during the Extended Term, you resign your positions with Bank because you are not elected to the Board by shareholders of Bank or are not appointed as Executive Chairman, any then-outstanding performance share units granted under Bank’s 2010 Omnibus Award Plan, as amended and restated (“*PSUs*”), will remain eligible to vest in accordance with the terms of the applicable award agreement, as if your service to Bank had not terminated, subject to and based on the level of achievement of performance goals as of the end of the applicable performance period.

(b) Notwithstanding anything to the contrary, subject to approval of the Compensation Committee of the Board and the terms of Bank’s 2010 Omnibus Award Plan, as amended and restated, PSU grants awarded to you after January 1, 2016 will provide that, if your service to Bank terminates prior to completion of any performance period attributable to such PSUs as a result of either Bank’s termination of your service without “Cause” or your resignation from Bank for “Good Reason”, in each case as defined in the Employment Agreement, you will remain eligible to vest in the applicable PSUs as if your service to Bank had

not terminated, subject to and based on the level of achievement of performance goals as of the end of the applicable performance period.

4. Advisors' Fees.

Upon presentation of invoices evidencing such, Bank will pay the reasonable fees and expenses of your attorneys, advisors and consultants incurred in connection with the preparation and negotiation of this Amendment.

Except as amended hereby, the Employment Agreement remains in full force and effect.

Very truly yours,

FIRST REPUBLIC BANK

/s/ Michael J. Roffler

Michael J. Roffler

Executive Vice President, Chief Financial Officer

Accepted and agreed:

/s/ James H. Herbert, II

James H. Herbert, II

Date: December 1, 2015