# 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): May 31, 2016

# FIRST REPUBLIC BANK

**(Exact name of registrant as specified in its charter)**

| **California** | **80-0513856** |
|---|---|
| **(State or other jurisdiction of incorporation)** | **(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 7.01 Regulation FD Disclosure.**

On June 1, 2016, First Republic Bank (the "Bank") issued a press release announcing the pricing of a public offering (the "Offering") of 2,500,000 shares of its common stock. The Bank also granted the underwriters a 30-day option to purchase up to an additional 375,000 shares from the Bank. In connection with the Offering, the Bank distributed an offering circular on May 31, 2016 to investors. Copies of the press release and the offering circular are attached hereto as Exhibits 99.1 and 99.2, respectively.

The information furnished by the Bank pursuant to this item and as Exhibits 99.1 and 99.2 to Item 9.01 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, and shall not be deemed to be incorporated by reference into any offering circular of the Bank or any of its filings under the Securities Act of 1933, as amended, if applicable, or the Exchange Act.

**Item 3.02 Unregistered Sales of Equity Securities.**
**Item 8.01 Other Events.**

The 2,500,000 shares of the Bank's common stock sold in the Offering, and the underwriters' 30-day option to purchase up to an additional 375,000 shares of the Bank's common stock, were sold on May 31, 2016 pursuant to an Underwriting Agreement, dated May 31, 2016 (the "Underwriting Agreement"), by and among the Bank and Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as the underwriters. On June 2, 2016, the Bank received notice that the underwriters had exercised in full their option to purchase additional shares. The shares were sold at a purchase price of $70.41 per share, resulting in $202,428,750 in proceeds to the Bank, net of underwriting discounts and commissions. A copy of the Underwriting Agreement is attached hereto as Exhibit 1.1 and incorporated herein by reference. The Offering was exempt from registration under the Securities Act of 1933, as amended, pursuant to Section (3)(a)(2) thereof because the Offering involved securities issued by a bank.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

| | |
|---|---|
| Exhibit 1.1 | Underwriting Agreement, dated May 31, 2016, by and among the Bank and Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as the underwriters. |
| Exhibit 99.1 | Press Release, dated June 1, 2016. |
| Exhibit 99.2 | Offering Circular, dated May 31, 2016. |

**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: June 2, 2016

First Republic Bank

By: /s/ Michael J. Roffler
Name: Michael J. Roffler
Title: Executive Vice President and
Chief Financial Officer

## EXHIBIT INDEX

| Exhibit Number | Description |
|---|---|
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Exhibit 1.1

***EXECUTION VERSION***

FIRST REPUBLIC BANK

(a California State-Chartered Bank)

2,500,000 Shares of Common Stock

(Par Value $0.01 Per Share)

**UNDERWRITING AGREEMENT**

May 31, 2016

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

First Republic Bank, a California state-chartered bank (the "Company"), confirms its agreement with Morgan Stanley & Co. LLC ("Morgan Stanley"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and J.P. Morgan Securities LLC ("J.P. Morgan") (collectively, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), with respect to the issue and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of (i) the sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of shares of Common Stock, par value $0.01 per share, of the Company (the "Common Stock") set forth in Schedules A and B hereto and (ii) the grant by the Company to the Underwriters, acting severally and not jointly, of the option described in Section 2(b) hereof to purchase all or any part of 375,000 additional shares of Common Stock to cover sales of shares of Common Stock in excess of the number of the Initial Securities (as defined below). The aforesaid 2,500,000 shares of Common Stock (the "Initial Securities") to be purchased by the Underwriters and all or any part of the 375,000 shares of Common Stock subject to the option described in Section 2(b) hereof (the "Option Securities") are hereafter called, collectively, the "Securities."

The Company understands that the Underwriters propose to make a public offering of the Securities as soon as the Underwriters deem advisable after this Underwriting Agreement (this "Agreement") has been executed and delivered.

The Securities will be offered and sold to the Underwriters without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption therefrom provided under Section 3(a)(2) of the Securities Act. The Company has prepared and delivered to each

Underwriter copies of a preliminary offering circular, dated May 31, 2016 (the "Preliminary Offering Circular"). Promptly after the time this Agreement is executed by the parties hereto, the Company will prepare and deliver to each Underwriter a final offering circular dated the date hereof (the "Offering Circular"). Any references herein to the Preliminary Offering Circular or the Offering Circular shall be deemed to include any information specifically incorporated by reference therein and all amendments and supplements thereto, unless otherwise noted. The Company hereby confirms that it has authorized the use of the Preliminary Offering Circular and the Offering Circular in connection with the offering and resale of the Securities by the Underwriters.

As used in this Agreement:

"Applicable Time" means 4:15 p.m., New York City time, on May 31, 2016 or such other time as agreed by the Company and the Underwriters.

"General Disclosure Package" means the Preliminary Offering Circular, the information included on Schedule B hereto and any Supplemental Offering Materials (as defined below) set forth in Schedule C hereto, issued at or prior to the Applicable Time, all considered together.

"Supplemental Offering Materials" means any "written communication" (within the meaning of the regulations of the Securities and Exchange Commission (the "Commission")), other than the Preliminary Offering Circular and the Offering Circular, prepared by or on behalf of the Company, or used or referenced by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Securities, including, without limitation, any such written communication that would, if the sale of the Securities were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular were to be considered a prospectus satisfying the requirements of Section 10(a) of the Securities Act, constitute an "issuer free writing prospectus," as defined in Rule 433 under the Securities Act, whether or not required to be filed with the Commission.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company*. The Company represents and warrants to each Underwriter as of the date hereof, the Applicable Time, the Closing Time (as defined below) and any Date of Delivery (as defined below), and agrees with each Underwriter, as follows:

(i) Accurate Disclosure. The General Disclosure Package as of the Applicable Time did not, and at the Closing Time or any Date of Delivery, will not, include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty as to information contained in or omitted from the General Disclosure Package in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Underwriters specifically for use therein ( the "Underwriters' Disclosure Package Information").

The Offering Circular, as of its date, did not, and, at the Closing Time or any Date of Delivery, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty as to information contained in or omitted from the Offering Circular in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Underwriters specifically for use therein (the "Underwriters' Offering Circular Information").

Any individual Supplemental Offering Materials, when considered together with the General Disclosure Package, as of the Applicable Time, will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Company makes no representation or warranty as to information contained in or omitted from any Supplemental Offering Materials in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Underwriters specifically for use therein (the "Underwriters' Supplemental Offering Materials Information," and together with the Underwriters' Offering Circular Information and the Underwriters' Disclosure Package Information, the "Underwriters' Information").

(ii) Incorporated Documents. The documents incorporated by reference in the General Disclosure Package and the Offering Circular, at the time they were filed with the Federal Deposit Insurance Corporation (the "FDIC"), complied in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the FDIC promulgated thereunder and, when read together with the other information in the General Disclosure Package or the Offering Circular, as the case may be, (a) at the Applicable Time, (b) as of the date of the Offering Circular, (c) as of the Closing Date and (d) as of any Date of Delivery, did not or will not, as the case may be, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(iii) No Registration Required. It is not necessary in connection with the offer, sale and delivery of the Securities as contemplated by this Agreement, the General Disclosure Package and the Offering Circular to register the Securities under the Securities Act by virtue of Section 3(a)(2) thereunder.

(iv) Insured Depository Institution. The Company is an insured depository institution under the provisions of the Federal Deposit Insurance Act and the deposit accounts of the Company are insured up to the applicable limits by the FDIC and no proceedings for the termination or revocation of such insurance are pending or, to the knowledge of the Company, threatened.

(v) Bank Holding Company. The Company is not required, nor after giving effect to the offering and sale of the Securities will it be required, to register as a bank holding company under the Bank Holding Company Act of 1956, as amended.

(vi) Disclosure Compliance. Each of the General Disclosure Package and the Offering Circular complies in all material respects with the requirements of the FDIC Statement of Policy Regarding the Use of Offering Circulars in Connection with Public Distribution of Company Securities (61 Fed. Reg. 46808, September 5, 1996; the "FDIC Policy Statement") and all other applicable laws, regulations and rules thereunder.

(vii) No Objections. Neither the FDIC nor the California Department of Business Oversight (the "DBO") has issued any order or taken any similar action preventing or suspending the use of any part of the General Disclosure Package or the Offering Circular (any such order or action, a "stop order"); no stop order has been issued, no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, threatened by the FDIC or the DBO, and the Company has complied to the FDIC's satisfaction with any request on the part of

the FDIC for additional information; the FDIC has not objected to the use of the General Disclosure Package or the Offering Circular.

(viii) Independent Accountants. The accountants who certified the financial statements and supporting schedules included or incorporated by reference in the General Disclosure Package and the Offering Circular at all relevant times are, were or have been independent registered public accountants as required by the Securities Act and the Public Company Accounting Oversight Board (United States).

(ix) Financial Statements; Non-GAAP Financial Measures. The financial statements included or incorporated by reference in the General Disclosure Package and the Offering Circular, together with the related schedules and notes, complied as to form in all material respects with the requirements of the Securities Act, as if the offer and sale of the Securities were being registered thereunder, and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statements of income and comprehensive income, changes in equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included in the General Disclosure Package and the Offering Circular under the caption "Selected Financial Information" present fairly in all material respects the information shown therein and, except as otherwise stated therein, have been compiled on a basis consistent with that of the audited financial statements included therein. All disclosures contained in the General Disclosure Package or the Offering Circular regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act to the extent applicable.

(x) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the General Disclosure Package or the Offering Circular, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs, business prospects or operations of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (C) except as disclosed in the General Disclosure Package or the Offering Circular, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(xi) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of California and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the General Disclosure Package and the Offering Circular and to enter into and perform its obligations under this Agreement; and the Company is duly qualified and licensed and is in good standing in each other jurisdiction in which such qualification or license is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(xii) Good Standing of Subsidiaries. Each "significant subsidiary" of the Company (as such term is defined in Rule 1-02 of Regulation S-X) (each, a "Subsidiary" and, collectively, the "Subsidiaries") has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its incorporation or organization, has corporate or similar power and authority to own, lease and operate its properties and to conduct its business as described in the General Disclosure Package and the Offering Circular and is duly qualified and licensed to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not result in a Material Adverse Effect. Except as otherwise disclosed in the General Disclosure Package and the Offering Circular (i) all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity and (ii) no Subsidiary is prohibited or restricted, directly or indirectly, by any agreement or other instrument to which it is a party or is subject from paying dividends to the Company, or from making any other distribution with respect to such Subsidiary's capital stock or from repaying to the Company or any other Subsidiary any amounts that may from time to time become due under any loans or advances to such Subsidiary from the Company or such other Subsidiary, or from transferring any such Subsidiary's property or assets to the Company or to any other Subsidiary; other than as disclosed in the General Disclosure Package and the Offering Circular, the Company does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or any ownership interest in any partnership, joint venture or other association.

(xiii) Capitalization. The authorized, issued and outstanding shares of capital stock of the Company are as set forth in the General Disclosure Package and the Offering Circular in the column entitled "Actual" under the caption entitled "Capitalization" (except for subsequent issuances, if any, pursuant to (i) this Agreement, (ii) the reservations, agreements or employee benefit plans referred to in the General Disclosure Package and the Offering Circular or (iii) the exercise of convertible securities or options referred to in the General Disclosure Package and the Offering Circular). The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable.

(xiv) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(xv) Authorization and Description of Securities. The Securities have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued and fully paid and non-assessable, and all other outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; and the sale of the Securities is not subject to any preemptive, co-sale right, right of first refusal or other similar rights arising under applicable law, under the charter, by-laws or similar organizational document of the Company or under any agreement to which the Company or any Subsidiary is a party or otherwise. The Common Stock conforms in all material respects to all statements relating thereto contained in the General Disclosure Package and the Offering Circular and such description conforms in all material respects to the rights set forth in the instruments defining the same. No holder of Securities will be subject to personal liability by reason of being such a holder.

(xvi) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale by the Company under the Securities Act, other than those rights that have been disclosed in the General Disclosure Package and the Offering Circular and have been waived.

(xvii) Absence of Violations, Defaults and Conflicts. Neither the Company nor any of its subsidiaries is (A) in violation of its charter, by-laws or similar organizational document; (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any subsidiary is subject (collectively, "Agreements and Instruments"), except for such defaults that would not, singly or in the aggregate, result in a Material Adverse Effect; or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a "Governmental Entity"), except for such violations that would not, singly or in the aggregate, result in a Material Adverse Effect.

(xviii) No Resulting Default Conflicts. The Company's execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated herein and in the General Disclosure Package and the Offering Circular (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption entitled "Use of Proceeds") and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(xix) Absence of Labor Dispute. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, which would result in a Material Adverse Effect.

(xx) Absence of Proceedings. Except as disclosed in the General Disclosure Package and the Offering Circular, there is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which could reasonably be expected to result in a Material Adverse Effect, or which could reasonably be expected to materially and adversely affect their respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; and the aggregate of all pending legal or governmental

proceedings to which the Company or any such subsidiary is a party or of which any of their respective properties or assets is the subject which are not described in the General Disclosure Package and the Offering Circular, including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(xxi) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required under the rules of the New York Stock Exchange Inc. ("NYSE"), state securities laws or the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA").

(xxii) Possession of Licenses and Permits. The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, result in a Material Adverse Effect. The Company and its subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xxiii) Title to Property. The Company and its subsidiaries have good and marketable title to all real property owned by them and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the General Disclosure Package and the Offering Circular or (B) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the General Disclosure Package and the Offering Circular, are in full force and effect, and neither the Company nor any such subsidiary has any written notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease, except as would not result in a Material Adverse Effect.

(xxiv) Possession of Intellectual Property. The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would

render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(xxv) Environmental Laws. Except as described in the General Disclosure Package and the Offering Circular or as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code or rule of common law or any applicable judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health from Hazardous Materials (as defined below), the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws for the operation of their respective businesses and are each in compliance with their requirements, (C) there are no pending or, to the knowledge of the Company and its subsidiaries, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (D) to the knowledge of the Company and its subsidiaries, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xxvi) Accounting Controls. The Company and each of its subsidiaries maintain a system of internal control over financial reporting (as defined in Rules 13a-15 and 15d-15 under the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the General Disclosure Package and the Offering Circular, since the end of the Company's most recent audited fiscal year, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(xxvii) Compliance with the Sarbanes-Oxley Act. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof (the "Sarbanes-Oxley Act") with which the Company is required to comply.

(xxviii) Payment of Taxes. The Company and its subsidiaries have filed all federal, state, local and foreign tax returns that are required to be filed or have duly requested extensions thereof and have paid all taxes required to be paid by any of them and any related assessments, fines or penalties, except for any such tax, assessment, fine or penalty that is being contested in good faith by appropriate proceedings, or except where the failure to do so would not result in a Material Adverse Effect; and adequate charges, accruals and reserves have been provided for in the financial statements of the Company in respect of all federal, state, local and foreign taxes for all periods to which the tax liability of the Company or its subsidiaries has not been finally determined or remains open to examination by applicable taxing authorities, except where the failure to do so would not result in a Material Adverse Effect.

(xxix) Insurance. The Company and its subsidiaries carry or are entitled to the benefits of insurance in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business or similar size and complexity, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of its subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect. Neither of the Company nor any of its subsidiaries has been denied any insurance coverage which it has sought or for which it has applied.

(xxx) Investment Company Act. The Company is not required and, upon the issuance and sale of the Securities as contemplated herein and the application of the net proceeds therefrom as described in the General Disclosure Package and the Offering Circular, will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the "1940 Act").

(xxxi) Absence of Manipulation. Neither the Company nor any affiliate of the Company (i) has taken, nor will the Company or any affiliate take, directly or indirectly, any action which is designed, or would be expected, to cause or result in, or which has constituted, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities, (ii) sold, bid for, purchased or paid anyone any compensation for soliciting purchases of the Securities or (iii) paid or agreed to pay to any person any compensation for soliciting any order to purchase any other Securities of the Company.

(xxxii) Foreign Corrupt Practices Act. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxxiii) Money Laundering Laws. The operations of the Company and its subsidiaries are and, to the knowledge of the Company and its subsidiaries, have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxxiv) OFAC. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or representative of the Company or any of its subsidiaries is an individual or entity ("Person") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(xxxv) Lending Relationship. Except as disclosed in the General Disclosure Package and the Offering Circular, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of any Underwriter and (ii) does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of any Underwriter.

(xxxvi) Statistical and Market-Related Data. Any statistical and market-related data included in the General Disclosure Package or the Offering Circular are based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxxvii) NYSE Listing. The Common Stock has been approved for listing on the NYSE. The Company has taken all necessary actions to ensure that it is in compliance with all applicable NYSE listing standards that are currently in effect and is taking such steps as are necessary to ensure that the Company will be in compliance with other applicable requirements set forth in the NYSE's listing standards not currently in effect upon the effectiveness of such requirements.

(xxxviii) Broker-Dealer. Neither the Company nor any of its affiliates (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Exchange Act or the rules and regulations promulgated thereunder, except for First Republic Securities Company LLC ("FRB Securities") or (ii) directly, or indirectly through one or more intermediaries, controls or has any other association (within the meaning of Article I of the By-Laws of FINRA) with any member firm of FINRA, except for FRB Securities or as otherwise described in the General Disclosure Package or the Offering Circular.

(xxxix) Form of Stock Certificate. The form of certificate used to evidence the Securities complies in all material respects with all applicable statutory requirements, with any applicable requirements of the organizational documents of the Company and the requirements of the NYSE.

(xl) Description of Material Contracts and Proceedings. The descriptions in the General Disclosure Package and the Offering Circular of the legal or governmental proceedings, contracts, leases and other legal documents therein described present fairly in all material respects the information required to be shown, and there are no legal or governmental proceedings, contracts, agreements, leases, or other documents of a character required to be described in the General Disclosure Package or the Offering Circular that are not described as required; all agreements between the Company or any of the Subsidiaries and third parties expressly referenced in the General Disclosure Package or the Offering Circular are, assuming the due authorization, execution and delivery by such third parties of such agreements, valid and legally binding obligations of the Company or one or more of the Subsidiaries, enforceable in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles; the copies of all contracts, agreements, instruments and other documents (including all consents and all amendments or waivers relating to any of the foregoing) that have been previously furnished to the Underwriters or their counsel are complete and genuine and include all material collateral and supplemental agreements thereto.

(xli) No MOU or Decrees. Except as disclosed in the General Disclosure Package and the Offering Circular or as would not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of the Subsidiaries is a party to or subject to any order, decree, agreement, memorandum of understanding or similar arrangement with, or a commitment letter, supervisory letter or similar submission to, any federal, state, local or foreign governmental agency or authority charged with the supervision or regulation of depository institutions or engaged in the insurance of deposits (including, without limitation, the FDIC and the DBO) or the supervision or regulation of it or any of its subsidiaries and neither the Company nor any of the Subsidiaries has been advised by any such governmental agency or authority that such governmental agency or authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order, decree, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission.

(xlii) Employee Discrimination. Neither the Company nor any Subsidiary is in violation of or has received notice of any violation with respect to applicable law relating to discrimination in the hiring, promotion or pay of employees, or any applicable federal or state wages and hours law, or any state law precluding the denial of credit due to the neighborhood in which a property is situated, the violation of any of which could have a Material Adverse Effect.

(xliii) ERISA. The Company and each of its subsidiaries are in compliance in all material respects with all applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"); no non-exempt "prohibited transaction" (as defined in either Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code")), "accumulated funding deficiency" (as defined in Section 302 of ERISA) or other event of the kind described in Section 4043 of ERISA (other than events with respect to which the 30-day notice requirement under Section 4043 of ERISA has been waived) has occurred with respect to any employee benefit plan for which the Company would have any liability that could, individually or in the aggregate, have a Material Adverse Effect; neither the Company nor any Subsidiary has incurred

nor expects to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from any "pension plan" (as defined in ERISA); each employee benefit plan for which the Company or any Subsidiary would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would reasonably be expected to cause the loss of such qualification; and the assets of any pension plan for which the Company or any Subsidiary would have any liability that is subject to Title IV of ERISA at least equal the projected benefit obligation under such plan as determined pursuant to the most recent actuarial report for such plan; the assets of the Company or any Subsidiary do not constitute "plan assets" under ERISA.

(xliv) Finder's Fee. Other than as contemplated by this Agreement, there are no contracts, agreements or understandings between the Company or any of its affiliates, on the one hand, and any person, on the other hand, that would give rise to a valid claim for a brokerage commission, finder's fee or other like payment in connection with the transactions contemplated by this Agreement.

(xlv) Outstanding Loans. No relationship, direct or indirect, exists between or among the Company or any of the Subsidiaries on the one hand, and the directors, officers, shareholders, customers or suppliers of the Company or any of the Subsidiaries on the other hand, which would be, were the Securities registered under the Securities Act, required by the Securities Act or the rules and regulations thereunder or by the FDIC Policy Statement to be described in the General Disclosure Package and the Offering Circular, and which is not so described; there are no outstanding loans, extensions of credit, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any Subsidiary to or for the benefit of any of the executive officers, directors, affiliates or representatives of the Company or any of their respective family members, except as disclosed in the General Disclosure Package and the Offering Circular and that are not in violation of Section 402 of the Sarbanes-Oxley Act.

(xlvi) Patriot Act. The Company acknowledges in accordance with the requirements of the USA Patriot Act ((Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

(b) *Officer's Certificates*. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) *Initial Securities*. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company at the price per share set forth in Schedule A, the number of Initial Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Initial Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 10 hereof, bears to the total number of Initial Securities, subject, in each case, to such adjustments among the Underwriters in their sole discretion shall make to eliminate any sales or purchases of fractional shares.

(b) *Option Securities*. In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the Underwriters, severally and not jointly, to purchase up to an additional 375,000 shares of Common Stock, as set forth in Schedule B, at the price per share set forth in Schedule A, less an amount per share equal to any dividends or distributions declared by the Company and payable on the Initial Securities but not payable on the Option Securities. The option hereby granted will expire 30 days after the date hereof and may be exercised in whole or in part from time to time only for the purpose of covering sales of shares of Common Stock in excess of the number of Initial Securities upon notice by the Underwriters to the Company setting forth the number of Option Securities as to which the several Underwriters are then exercising the option and the time and date of payment and delivery for such Option Securities. Any such time and date of delivery (a "Date of Delivery") shall be determined by the Underwriters, but shall not be earlier than two full business days (except in the event the Underwriters determine a Date of Delivery to occur at the Closing Time) or later than seven full business days after the exercise of said option, nor in any event prior to the Closing Time. If the option is exercised as to all or any portion of the Option Securities, each of the Underwriters, acting severally and not jointly, will purchase that proportion of the total number of Option Securities then being purchased which the number of Initial Securities set forth in Schedule A opposite the name of such Underwriter bears to the total number of Initial Securities, subject, in each case, to such adjustments as the Underwriters in their sole discretion shall make to eliminate any sales or purchases of fractional shares.

(c) *Payment*. Payment of the purchase price for, and delivery of certificates for, the Initial Securities shall be made at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, NY, 10019 or at such other place as shall be agreed upon by the Underwriters and the Company, at 9:00 a.m. (New York City time) on the third (fourth, if the pricing occurs after 4:30 P.M. (New York City time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Underwriters and the Company (such time and date of payment and delivery being herein called "Closing Time").

In addition, in the event that any or all of the Option Securities are purchased by the Underwriters, payment of the purchase price for, and delivery of certificates (or book-entry credits) for, such Option Securities shall be made at the above mentioned offices, or at such other place as shall be agreed upon by the Underwriters and the Company, on each Date of Delivery as specified in the notice from the Underwriters to the Company.

Payment shall be made to the Company by wire transfer of immediately available funds to bank account(s) designated by the Company against delivery to the Underwriters for the respective accounts of the Underwriters of certificates (or book-entry credits) for the Securities to be purchased by them. The Underwriters, each individually and not as representative of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Initial Securities or the Option Securities, if any, to be purchased by any Underwriter whose funds have not been received by the Closing Time or the relevant Date of Delivery, as the case may be, but such payment shall not relieve such Underwriter from its obligations hereunder.

(d) *Denominations; Registration*. Certificates (or book-entry credits) for the Initial Securities and the Option Securities, if any, shall be in such denominations and registered in such names as the Underwriters may request in writing at least one full business day before the Closing Time or the relevant Date of Delivery, as the case may be. The certificates (if any) for the Initial Securities and the Option Securities, if any, will be made available for examination and packaging by the Underwriters in The City of New York not later than 10:00 a.m. (New York City time) on the business day prior to the Closing Time or the relevant Date of Delivery, as the case may be.

SECTION 3. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Preparation of Offering Circular; Underwriters' Review of Proposed Amendments and Supplements*. As promptly as practicable after the time this Agreement is executed by the parties hereto and in any event not later than the second business day following the date hereof, the Company will prepare and deliver to the Underwriters the Offering Circular. The Company will not amend or supplement the Preliminary Offering Circular or any Supplemental Offering Materials. The Company will not amend or supplement the Offering Circular prior to the Closing Time unless the Underwriters shall previously have been furnished a copy of the proposed amendment or supplement at least two business days prior to the proposed use or filing, and shall not have reasonably objected to such amendment or supplement in writing.

(b) *Amendments and Supplements to the Offering Circular and Other Securities Act Matters*. If, prior to the later of (x) the Closing Time and (y) the completion of the offering of any of the Securities by the Underwriters, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Offering Circular, (i) in order to make the statements therein, in the light of the circumstances when the Offering Circular is delivered, not misleading, (ii) if in the judgment of the Underwriters or counsel for the Underwriters it is otherwise necessary to amend or supplement the Offering Circular to comply with law or (iii) in order to cause the Offering Circular to comply with the requirements of the FDIC Policy Statement, the Company agrees to promptly prepare and furnish at its own expense to the Underwriters, amendments or supplements to the Offering Circular so that the statements in the Offering Circular as so amended or supplemented will not, in the light of the circumstances at the Closing Time and at the Applicable Time, be misleading or so that the Offering Circular, as amended or supplemented, will comply with all applicable law.

The Company hereby expressly acknowledges that the indemnification and contribution provisions of Sections 6 and 7 hereof are specifically applicable and relate to the Offering Circular and any amendment or supplement thereto referred to in this Section 3.

(c) *Governmental Orders or Notices.* The Company shall advise the Underwriters promptly, confirming such advice in writing, of (i) the receipt of any comments from, or any request by, the FDIC or any other governmental agency or authority for amendments or supplements to the General Disclosure Package or the Offering Circular or for additional information with respect thereto or (ii) the issuance by the FDIC or any other governmental agency or authority of any stop order, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes and, if the FDIC or any other governmental agency or authority should issue any such order, to make every reasonable effort to obtain the lifting or removal of such order as soon as possible.

(d) *Copies of General Disclosure Package and Offering Circular*. The Company agrees to furnish the Underwriters, without charge, as many copies of the General Disclosure Package and the Offering Circular and any amendments and supplements thereto as they shall have reasonably requested.

(e) *Blue Sky Qualifications*. The Company will use its reasonable best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Underwriters may designate and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is

not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(f) *Registrar and Transfer Agent.* The Company shall maintain, at its expense, a registrar and transfer agent for the Securities.

(g) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the General Disclosure Package and the Offering Circular under the section entitled "Use of Proceeds."

(h) *Listing*. The Company will use its best efforts to list, subject to notice of issuance, the Securities on the NYSE.

(i) *Restriction on Sale of Securities.* During a period of 90 days from the date of the Offering Circular, the Company will not, without the prior written consent of the Underwriters, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or file any registration statement under the Securities Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) any shares of Common Stock issued by the Company upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof and referred to in the General Disclosure Package and the Offering Circular, (B) any shares of Common Stock issued or options to purchase Common Stock granted pursuant to existing employee benefit plans of the Company referred to in the General Disclosure Package and the Offering Circular or (C) any shares of Common Stock issued pursuant to any non-employee director stock plan or dividend reinvestment plan referred to in the General Disclosure Package and the Offering Circular.

(j) *Restrictions on Supplementary Offering Materials*. Unless it obtains the prior consent of the Underwriters, the Company agrees to use any Supplemental Offering Materials with respect to the Securities only insofar as such Supplemental Offering Materials would constitute an "issuer free writing prospectus," as defined in Rule 433 under the Securities Act, assuming the sale of the Securities were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular was to be considered to be a prospectus satisfying the requirements of Section 10(a) of the Securities Act.

(k) *Copies of Reports*. For one year after the date of the Offering Circular, the Company will furnish to the Underwriters a copy of its reports filed with the FDIC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act; provided that the requirements of this Section shall be deemed satisfied upon the posting of such reports on the Company's website or on the FDIC website for the posting of Exchange Act filings.

SECTION 4. Payment of Expenses.

(a) *Expenses*. Except as otherwise provided in this Section 4 and subject to requirements of any applicable regulatory agency, the Company will pay or cause to be paid all costs and expenses associated, or incurred in connection with, the transactions contemplated by this Agreement, including, without limitation: (i) the filing of the Preliminary Offering Circular and the Offering Circular with the

FDIC, (ii) the preparation, printing and delivery to the Underwriters of copies of the Preliminary Offering Circular, the Offering Circular and any Supplemental Offering Materials and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (iii) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 3(e) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto, (vi) the fees and expenses of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to any investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and one-half of the cost of any aircraft and other transportation chartered in connection with any road show, (viii) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by FINRA of the terms of the sale of the Securities and (ix) the fees and expenses incurred in connection with the listing of the Securities on the NYSE.

(b) *Termination of Agreement*. If this Agreement is terminated by the Underwriters in accordance with the provisions of Section 5, Section 9(a)(i) or (iii) or Section 11 hereof, the Company shall reimburse the Underwriters for all of their out of pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company contained herein or in certificates of any officer of the Company or any of its subsidiaries delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Opinion of Counsel for Company*. At the Closing Time, the Underwriters shall have received the favorable opinions, dated the Closing Time, of (i) Mr. Edward J. Dobranski, Executive Vice President, General Counsel and Secretary of the Company and (ii) Sullivan & Cromwell LLP, counsel to the Company, in each case in form and substance satisfactory to counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters to the effect set forth in Exhibit A-1 and Exhibit A-2 hereto, respectively, and to such further effect as counsel to the Underwriters may reasonably request.

(b) *Opinion of Counsel for Underwriters*. At Closing Time, the Underwriters shall have received the favorable opinion, dated the Closing Time, of Sidley Austin LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters with respect to such matters as the Underwriters shall reasonably request. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the General Corporation Law of the State of Delaware and the federal securities laws of the United States, upon the opinions of counsel satisfactory to the Underwriters. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other Underwriters of the Company and its subsidiaries and certificates of public officials.

(c) *Officers' Certificate*. At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the General Disclosure Package or the Offering Circular, any Material Adverse Effect, and the Underwriters shall have received a certificate of the Chief Executive Officer or the President of the Company and of the Chief Financial Officer of the Company, dated the Closing Time, to the effect that (i) the representations and warranties of the Company in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (ii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time, (iii) no stop order has been issued, and no proceedings for that purpose have been instituted or are pending or threatened by the FDIC, the DBO or any other governmental agency or authority and (iv) since the respective dates as of which information is given in the General Disclosure Package and the Offering Circular, except as otherwise stated therein, (A) there has been no Material Adverse Effect or development that could reasonably be expected to result in a prospective Material Adverse Effect and (B) there has been no change in the capital stock or outstanding indebtedness of the Company or any Subsidiary that is material to the Company and the Subsidiaries considered as one enterprise.

(d) *Accountants' Comfort Letters*. At the time of the execution of this Agreement, the Underwriters shall have received from KPMG LLP a letter, dated as of the date hereof, in form and substance satisfactory to the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the General Disclosure Package and the Offering Circular.

(e) *Bring-down Comfort Letters*. At the Closing Time, the Underwriters shall have received from KPMG LLP a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in their letter furnished pursuant to subsection (d) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(f) *No FINRA Objection*. FINRA has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Securities.

(g) *Lock-up Agreements*. At the date of this Agreement, the Underwriters shall have received an agreement substantially in the form of Exhibit B hereto signed by the persons listed on Schedule D hereto.

(h) *Maintenance of Rating*. Since the execution of this Agreement, there shall not have been any decrease in or withdrawal of the rating of any securities of the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" (as defined for purposes of Section 3(a)(62) under the Exchange Act) or any notice given of any intended or potential decrease in or withdrawal of any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) *No FDIC or Governmental Agency Objections*. No stop order shall have been issued, and no proceedings for such purpose shall have been initiated or threatened, by the FDIC or any other governmental agency or authority, and no suspension of the qualification of the Securities for offering or sale in any jurisdiction, or the initiation or threatening of any proceedings for any of such purposes, shall have occurred and all requests for additional information on the part of the FDIC or any other governmental agency or authority shall have been complied with to the reasonable satisfaction of the Underwriters and the Company shall have received a definitive sale permit from the DBO.

(j) *Conditions to Purchase of Option Securities*. In the event that the Underwriters exercise their option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company, any of its subsidiaries hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Underwriters shall have received:

(i) Officers' Certificate. A certificate, dated such Date of Delivery, of the Chief Executive Officer or the President or a Vice President of the Company and of the Chief Financial Officer of the Company confirming that the certificate delivered at the Closing Time pursuant to Section 5(c) hereof remains true and correct as of such Date of Delivery.

(ii) Opinion of Counsel for Company. If requested by the Underwriters, the favorable opinions of (A) Mr. Edward J. Dobranski, Executive Vice President, General Counsel and Secretary of the Company and (B) Sullivan & Cromwell LLP, counsel for the Company, in each case in form and substance satisfactory to counsel for the Underwriters, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinions required by Section 5(a)(i) and (ii) hereof.

(iii) Opinion of Counsel for Underwriters. If requested by the Underwriters, the favorable opinion of Sidley Austin LLP, counsel for the Underwriters, dated such Date of Delivery, relating to the Option Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(b) hereof.

(iv) Bring-down Comfort Letter. If requested by the Underwriters, a letter from KPMG LLP, in form and substance satisfactory to the Underwriters and dated such Date of Delivery, substantially in the same form and substance as the letters furnished to the Underwriters pursuant to Section 5(e) hereof, except that the "specified date" in the letter furnished pursuant to this paragraph shall be a date not more than three business days prior to such Date of Delivery.

(k) *Additional Documents*. At the Closing Time and at each Date of Delivery (if any) counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

(l) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of Option Securities on a Date of Delivery which is after the Closing Time, the obligations of the several Underwriters to purchase the relevant Option Securities, may be terminated by the Underwriters by notice to the Company at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 6, 7, 8, 15 and 16 shall survive any such termination and remain in full force and effect.

SECTION 6. Indemnification.

(a) *Indemnification of Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501(b) under the Securities Act (each, an

"Affiliate")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact included in the General Disclosure Package, any Supplemental Offering Materials (including, for the avoidance of doubt, any road show materials that constitute Supplemental Offering Materials), the Offering Circular (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Underwriters), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the General Disclosure Package, any Supplemental Offering Materials (including, for the avoidance of doubt, any road show materials that constitute Supplemental Offering Materials) or the Offering Circular (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriters' Information.

(b) *Indemnification of Company, Directors and Officers.* Each Underwriter severally agrees to indemnify and hold harmless the Company, its directors and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the General Disclosure Package or the Offering Circular (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriters' Information.

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by the Underwriters, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the

consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party, subject to the limitations below, shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Offering Circular, bear to the aggregate initial public offering price of the Securities as set forth on the cover of the Offering Circular.

The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were each treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Securities underwritten by it and distributed to the public.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each Underwriter's Affiliates and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company, as the case may be. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Initial Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 8. Certain Provisions. All indemnities, rights of contribution, representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination*. The Underwriters may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time (i) if there has been, in the judgment of the Underwriters, since the time of execution of this Agreement or since the respective dates as of which information is given in the General Disclosure Package or the Offering Circular, any Material Adverse Effect, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Underwriters, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or the NYSE, or (iv) if trading generally on the NYSE MKT or the NYSE or in the Nasdaq Global Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities

settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 1, 6, 7, 8, 15 and 16 shall survive such termination and remain in full force and effect.

SECTION 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at Closing Time or a Date of Delivery to purchase the Securities which it or they are obligated to purchase under this Agreement (the "Defaulted Securities"), the Underwriters shall have the right, within 36 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Underwriters shall not have completed such arrangements within such 36 hour period, then the Company shall be entitled to a further period of 36 hours to procure another party or other parties reasonably satisfactory to the Underwriters to purchase such shares on such terms. After giving effect to such arrangements:

(i) if the number of Defaulted Securities does not exceed 10% of the number of Securities to be purchased on such date, each of the non defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the number of Securities to be purchased on such date, this Agreement or, with respect to any Date of Delivery which occurs after the Closing Time, the obligation of the Underwriters to purchase, and the Company to sell, the Option Securities to be purchased and sold on such Date of Delivery shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement or, in the case of a Date of Delivery which is after the Closing Time, which does not result in a termination of the obligation of the Underwriters to purchase and the Company to sell the relevant Option Securities, as the case may be, either the (i) Underwriters or (ii) the Company shall have the right to postpone Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the General Disclosure Package or the Offering Circular or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 10.

SECTION 11. Default by the Company. If the Company shall fail at the Closing Time to sell the number of Securities that it is obligated to sell hereunder, then this Agreement shall terminate without any liability on the part of any non-defaulting party; provided, however, that the provisions of Sections 1, 4, 6, 7, 8, 15 and 16 shall remain in full force and effect. No action taken pursuant to this Section shall relieve the Company from liability, if any, in respect of such default.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to Morgan Stanley at 1585 Broadway,

New York, New York 10036, attention of Equity Syndicate Desk, with a copy to Legal Department; Merrill Lynch at One Bryant Park, New York, New York 10036, Facsimile: (646) 855-3073, attention of Syndicate Department, with a copy to ECM Legal, Facsimile: (212) 230-8730; and to J.P. Morgan at 383 Madison Avenue, New York, New York 10179, attention of the Equity Syndicate Desk; notices to the Company shall be directed to it at 111 Pine Street, San Francisco, CA 94111, attention of Mr. James H. Herbert, II with copies to First Republic Bank, 111 Pine Street, San Francisco, CA 94111, attention of Mr. Edward J. Dobranski and Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, attention of Ms. Catherine M. Clarkin.

SECTION 13. No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the initial public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or any of its subsidiaries, or their respective shareholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering of the Securities or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any of its subsidiaries on other matters) and no Underwriter has any obligation to the Company with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of each of the Company and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and the Company has consulted its own respective legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 14. Parties. This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 15. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its shareholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 16. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 17. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

SECTION 20. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

* * *

[Signature Pages Follow]

Very truly yours,

FIRST REPUBLIC BANK

By_____
Title: EVP and CFO

CONFIRMED AND ACCEPTED,
as of the date first above written:

MORGAN STANLEY & CO. LLC
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
J.P. MORGAN SECURITIES LLC

By: MORGAN STANLEY & CO. LLC

By_____
Authorized Signatory

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By_____
Authorized Signatory

By: J.P. MORGAN SECURITIES LLC

By_____
Authorized Signatory

Very truly yours,

FIRST REPUBLIC BANK

By_____
Title:

CONFIRMED AND ACCEPTED,
as of the date first above written:

MORGAN STANLEY & CO. LLC
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
J.P. MORGAN SECURITIES LLC

By: MORGAN STANLEY & CO. LLC

By_____
Authorized Signatory

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By_____
Authorized Signatory

By: J.P. MORGAN SECURITIES LLC

By_____
Authorized Signatory

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MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
J.P. MORGAN SECURITIES LLC

By: MORGAN STANLEY & CO. LLC

By_____
Authorized Signatory

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By_____
Authorized Signatory

By: J.P. MORGAN SECURITIES LLC

By_____
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J.P. MORGAN SECURITIES LLC

By: MORGAN STANLEY & CO. LLC

By_____
Authorized Signatory

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By_____
Authorized Signatory

By: J.P. MORGAN SECURITIES LLC

By Drummond S Rice
Authorized Signatory
Drummond S Rice
Vice President

SCHEDULE A

The public offering price per share for the Securities as to each investor shall be the price paid by such investor.

The purchase price per share for the Securities to be paid by the several Underwriters shall be $70.41.

| Name of Underwriter | Number of Initial Securities |
|---|---|
| Morgan Stanley & Co. LLC | 1,250,000 |
| Merrill Lynch, Pierce, Fenner & Smith Incorporated | 625,000 |
| J.P. Morgan Securities LLC | 625,000 |
| Total | 2,500,000 |

SCHEDULE B

Pricing Terms

1. The Company is selling 2,500,000 shares of Common Stock.

2. The Company has granted an option to the Underwriters, severally and not jointly, to purchase up to an additional 375,000 shares of Common Stock.

3. The public offering price per share for the Securities as to each investor shall be the price paid by such investor.

FIRST REPUBLIC BANK
It's a privilege to serve you®

PRESS RELEASE
FOR IMMEDIATE RELEASE

# FIRST REPUBLIC BANK PRICES COMMON STOCK OFFERING

**SAN FRANCISCO, June 1, 2016 –** First Republic Bank ("First Republic") (NYSE: FRC), a leading private bank and wealth management company, today announced the pricing of an underwritten public offering of 2,500,000 shares of its common stock for expected gross proceeds of approximately $178.0 million before underwriting discounts and commissions and estimated offering expenses. First Republic has also granted the underwriters a 30-day option to purchase up to an additional 375,000 shares from First Republic. Morgan Stanley, BofA Merrill Lynch and J.P. Morgan are serving as joint bookrunning managers.

The last reported sale price of its common stock on May 31, 2016 was $72.41 per share. The underwriters propose to offer the shares of common stock for sale from time to time in one or more transactions on the New York Stock Exchange, in the over-the-counter market, through negotiated transactions or otherwise at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part.

First Republic intends to use the net proceeds from the offering for general corporate purposes, which may include, among other things, funding loans or purchasing investment securities for its portfolio. Closing of the offering is expected to occur on or about June 6, 2016, subject to customary closing conditions.

The offering will be made only by means of an offering circular. The offering circular relating to the offering will be available at www.frc-offering.com. Copies of the offering circular may also be obtained when available from Morgan Stanley, attention: Prospectus Department, 180 Varick Street, Second Floor, New York, NY 10014; from BofA Merrill Lynch, 200 North College Street, 3rd floor, Charlotte, NC 28255-0001, attention: Prospectus Department or email: dg.prospectus_requests@baml.com; or from J.P. Morgan, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717, or by calling toll-free at (866) 803-9204.

This press release is for informational purposes only and shall not constitute an offer to sell or a solicitation of an offer to buy the securities, nor shall there be any sale of the securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. The securities are neither insured nor approved by the Federal Deposit Insurance Corporation.

**About First Republic Bank**

Founded in 1985, First Republic and its subsidiaries offer private banking, private business banking and private wealth management, including investment, trust and brokerage services. First Republic specializes in delivering exceptional, relationship-based service, with a solid commitment to responsiveness and action. Services are offered through preferred banking or wealth management offices primarily in San Francisco, Palo Alto, Los Angeles, Santa Barbara, Newport Beach, San Diego, Portland, Boston, Palm Beach, Greenwich and New York City. First Republic offers a complete line of banking products for individuals and businesses, including deposit services, as well as residential, commercial and personal loans.

**Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Statements about First Republic's expectations, beliefs, plans, predictions, forecasts, objectives, assumptions or future events or performance are not historical facts and may be forward-looking. These statements are often, but not always, made through the use of words or phrases such as "anticipates," "believes," "can," "could," "may," "predicts," "potential," "should," "will," "estimates," "plans," "projects," "continuing," "ongoing," "expects," "intends" and similar words or phrases. Accordingly, these statements are only predictions and involve estimates, known and unknown risks, assumptions and uncertainties that could cause actual results to differ materially from those expressed in them. All forward-looking statements are necessarily only estimates of future results, and there can be no assurance that actual results will not differ materially from expectations, and, therefore, you are cautioned not to place undue reliance on such statements. Any forward-looking statements are qualified in their entirety by reference to the factors discussed in the section titled "Risk Factors" in First Republic's preliminary offering circular relating to this offering, including the documents incorporated by reference therein, and other risks described in documents subsequently filed by First Republic from time to time. Further, any forward-looking statement speaks only as of the date on which it is made, and First Republic undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events.

**Investors:**
Andrew Greenebaum / Lasse Glassen
Addo Communications
andrewg@addocommunications.com
lasseg@addocommunications.com
(310) 829-5400

**Media:**
Greg Berardi
Blue Marlin Partners
greg@bluemarlinpartners.com
(415) 239-7826

OFFERING CIRCULAR

**2,500,000 Shares**

FIRST REPUBLIC BANK
It's a privilege to serve you®

**Common Stock**

---

First Republic Bank, a California state-chartered, non-member bank, is offering 2,500,000 shares of its common stock.

Our common stock is listed on the New York Stock Exchange under the symbol "FRC." The last reported sale price of our common stock on May 31, 2016 was $72.41 per share.

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**Investing in our common stock involves risks. See the section entitled "Risk Factors" beginning on page 6 of this offering circular and beginning on page 28 of our Annual Report on Form 10-K for the year ended December 31, 2015 and in the other documents incorporated by reference into this offering circular.**

**THIS DOCUMENT CONSTITUTES PART OF AN OFFERING CIRCULAR COVERING SECURITIES THAT ARE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 PURSUANT TO SECTION 3(A)(2) THEREOF. NONE OF THE SECURITIES AND EXCHANGE COMMISSION, THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT OR ANY OTHER FEDERAL OR STATE REGULATORY BODY HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**SHARES OF OUR COMMON STOCK ARE NOT SAVINGS ACCOUNTS OR DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE ENTIRE AMOUNT YOU INVEST.**

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The underwriters have agreed to purchase the shares of common stock from First Republic at a price of $70.41 per share, which will result in $176,025,000 of proceeds to First Republic before expenses. The underwriters propose to offer the shares of common stock from time to time for sale in one or more transactions on the New York Stock Exchange, in the over-the-counter market, through negotiated transactions or otherwise, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or negotiated prices, subject to their right to reject any order in whole or in part.

The underwriters may also exercise their option to purchase up to an additional 375,000 shares of common stock from First Republic Bank, at the price per share set forth above, for 30 days after the date of this offering circular.

The shares of common stock sold in this offering will be ready for delivery on or about June 6, 2016.

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*Joint Bookrunning Managers*

**Morgan Stanley** **BofA Merrill Lynch** **J.P. Morgan**

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The date of this offering circular is May 31, 2016

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## ABOUT THIS OFFERING CIRCULAR

You should rely only on the information contained in this offering circular and any supplement or addendum, including any documents incorporated by reference herein or therein, that may be provided to you. Neither we nor the underwriters have authorized anyone to provide you with additional or different information. If any such information is or has been provided to you, you should not rely on it. The underwriters are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where such offers and sales are permitted. The information in this offering circular and any supplement or addendum, including any documents incorporated by reference herein or therein, is accurate only as of the dates thereof, regardless of the time of delivery of this offering circular or any such supplement or addendum or the time of any sale of shares of our common stock. Our financial condition, liquidity, results of operations, business and prospects may have changed since any such date.

This offering circular is not a prospectus for the purposes of the Prospectus Directive (as defined below). In the United Kingdom, this offering circular is distributed to and only directed at persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "Order"); (ii) who are high net worth companies, unincorporated associations and other persons falling within Article 49(2)(a) to (d) of the Order; or (iii) to whom it may otherwise lawfully be communicated in accordance with the Order (all such persons falling within (i)-(iii) together being referred to as "relevant persons"). The Shares (as defined below) are only available to relevant persons, and an invitation, offer or agreement to subscribe or to otherwise acquire the Shares will be made only to or with relevant persons. Any person who is not a relevant person should not act or rely on this offering circular or any of its content.

As used throughout this offering circular, the terms "First Republic," the "Bank," "we," "our" and "us" mean, as the context requires:

- First Republic Bank, a Nevada-chartered commercial bank (the predecessors of which had been in existence since 1985) before its acquisition in September 2007 by Merrill Lynch Bank & Trust Company, F.S.B. ("MLFSB"), a subsidiary of Merrill Lynch & Co., Inc. ("Merrill Lynch"), together with all subsidiaries then-owned by First Republic Bank;
- The First Republic division within MLFSB following the September 2007 acquisition and the First Republic division within Bank of America, N.A. ("BANA"), a subsidiary of Bank of America Corporation ("Bank of America"), following MLFSB's merger into BANA, effective as of November 2009, in each case including all subsidiaries acquired by MLFSB as part of the September 2007 acquisition; and
- First Republic Bank, a California-chartered commercial bank, which acquired the First Republic division of BANA effective upon the close of business on June 30, 2010, including all subsidiaries acquired by First Republic Bank in connection with this acquisition.

## AVAILABLE INFORMATION

We are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as administered and enforced by the Federal Deposit Insurance Corporation (the "FDIC"), and we are subject to FDIC rules promulgated thereunder. Consequently, we file annual, quarterly and current reports, proxy statements and other information with the FDIC, copies of which are made available to the public over the Internet at *https://efr.fdic.gov/fcxweb/efr/index.html*. You may also inspect and copy any document we file with the FDIC at the public reference facilities maintained at the Federal Deposit Insurance Corporation, Accounting and Securities Disclosure Section, Division of Risk Management Supervision, 550 17th Street, NW, Washington, D.C. 20429.

Copies of the FDIC filings referenced below in "Incorporation of Certain Documents by Reference" are also available at a website maintained by us at *http://www.frc-offering.com*. You may request a copy of these filings at no cost by writing or by telephoning us at the following address or telephone number:

First Republic Bank
111 Pine Street, 2nd Floor
San Francisco, CA 94111
Attention: Investor Relations
(415) 392-1400

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

Certain information previously filed with the FDIC has been "incorporated by reference" into this offering circular. This means that we disclose important information to you by referring you to other documents filed with the FDIC under the Exchange Act. The information incorporated by reference is deemed a part of this offering circular. We incorporate by reference into this offering circular the following documents filed with the FDIC (other than, in each case, those documents or portions of those documents that are furnished and not filed):

- Our Annual Report on Form 10-K for the year ended December 31, 2015;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2016;
- Our Current Reports on Form 8-K filed on January 5, 2016 (solely with respect to Item 5.02), February 4, 2016 (solely with respect to Items 3.02, 5.02 and 8.01 on such date), February 10, 2016, May 16, 2016 and May 18, 2016;
- Our Proxy Statement on Schedule 14A, as supplemented, for the Bank's Annual Meeting of Shareholders held on May 10, 2016; and
- All documents that we file under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this offering circular and before the termination of the offering of securities under this offering circular.

You may obtain a copy of these filings as described under "Available Information."

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This offering circular, including the documents that are incorporated by reference, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Statements in this offering circular that are not historical facts are hereby identified as "forward-looking statements" for the purpose of the safe harbor provided by Section 21E of the Exchange Act. Any statements about our expectations, beliefs, plans, predictions, forecasts, objectives, assumptions or future events or performance are not historical facts and may be forward-looking. These statements are often, but not always, made through the use of words or phrases such as "anticipates," "believes," "can," "could," "may," "predicts," "potential," "should," "will," "estimates," "plans," "projects," "continuing," "ongoing," "expects," "intends" and similar words or phrases. Accordingly, these statements are only predictions and involve estimates, known and unknown risks, assumptions and uncertainties that could cause actual results to differ materially from those expressed in them. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of risks and uncertainties more fully described under "Risk Factors" beginning on page 6 of this offering circular and beginning on page 28 of our Annual Report on Form 10-K for the year ended December 31, 2015. Forward-looking statements involving such risks and uncertainties include, but are not limited to, statements regarding:

- Significant competition to attract and retain banking and wealth management customers;

- Projections of loans, assets, deposits, liabilities, revenues, expenses, tax liabilities, net income, capital expenditures, liquidity, dividends, capital structure or other financial items;
- Expectations regarding the banking and wealth management industries;
- The possibility of earthquakes and other natural disasters affecting the markets in which we operate;
- Interest rate risk and credit risk;
- Descriptions of plans or objectives of management for future operations, products or services;
- Our ability to maintain and follow high underwriting standards;
- Forecasts of future economic conditions generally and in our market areas in particular, which may affect the ability of borrowers to repay their loans and the value of real property or other property held as collateral for such loans;
- Economic and market conditions affecting the valuation of our investment securities portfolio, which could result in other-than-temporary impairment if the general economy deteriorates, credit ratings decline, the financial condition of issuers deteriorates, interest rates increase or the liquidity for securities is limited;
- Geographic concentration of our operations;
- Our opportunities for growth and our plans for expansion (including opening new offices);
- Expectations about the performance of any new offices;
- Demand for our products and services;
- Projections about loan premiums or discounts and about the amount of intangible assets, as well as amortization of recorded amounts;
- Future provisions for loan losses, changes in nonperforming assets, impairment of investments and our allowance for loan losses;
- Projections about future levels of loan originations or loan repayments;
- Projections regarding costs, including the impact on our efficiency ratio;
- The regulatory environment in which we operate, our regulatory compliance and future regulatory requirements;
- The phase-in of the final capital rules regarding the Basel Committee's "Basel III" December 2010 framework, changes to the definitions and components of regulatory capital and a new approach for risk-weighted assets;
- Legislative and regulatory actions affecting us and the financial services industry, such as the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), including increased compliance costs, limitations on activities and requirements to hold additional capital;
- The impact of new accounting standards;
- Future FDIC special assessments or changes to regular assessments;
- Our ability to successfully execute on initiatives relating to enhancements of our technology infrastructure, including client-facing systems and applications; and
- Descriptions of assumptions underlying or relating to any of the foregoing.

All forward-looking statements are necessarily only estimates of future results, and there can be no assurance that actual results will not differ materially from expectations, and, therefore, you are cautioned not to place undue reliance on such statements. Any forward-looking statements are qualified in their entirety by reference to the factors discussed throughout our public filings. Further, any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events.

## OFFERING CIRCULAR SUMMARY

*This summary highlights certain material information contained elsewhere or incorporated by reference into this offering circular. Because this is a summary, it may not contain all of the information that is important to you when deciding whether to invest in our common stock. Therefore, you should carefully read this entire offering circular, as well as the information incorporated by reference herein, before investing. You should pay special attention to the information under "Risk Factors" beginning on page 6 of this offering circular as well as our financial statements and related notes in our Annual Report on Form 10-K for the year ended December 31, 2015 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2016.*

### First Republic Bank

#### Our Business

Commencing business in 1985 and following our re-establishment as an independent institution in July 2010, we are a California-chartered, FDIC-insured commercial bank and trust company headquartered in San Francisco. We specialize in providing personalized, relationship-based services, including private banking, private business banking, real estate lending and wealth management services, including trust and custody services, to clients in the following metropolitan areas: San Francisco, Palo Alto, Los Angeles, Santa Barbara, Newport Beach, San Diego, Portland (Oregon), Boston, Palm Beach (Florida), Greenwich and New York City. We provide our services through 74 offices, of which 69 are preferred banking offices and 5 offices offer exclusively lending, wealth management or trust services.

We provide our clients with a diverse suite of financial products that foster long-term relationships, while at the same time maintaining a disciplined underwriting policy. We offer a broad range of lending products to meet the needs of our clients, including residential mortgage loans and lines of credit, multifamily loans, commercial real estate loans, residential construction loans, loans to commercial businesses and small business loans. We have a history of building long-term client relationships and attracting new clients through what we believe is our superior customer service and our ability to deliver a diverse product offering.

As of March 31, 2016, we had total assets of $62.1 billion, total deposits of $50.9 billion, total equity of $6.0 billion and wealth management assets of $73.4 billion.

#### Our Strategy

Our core business principles, strong credit standards and service-based culture have successfully guided our efforts over the past 30 years. We believe focusing on these principles will continue to enable us to expand our capabilities for providing value-added services to a targeted high net worth client base and generate steady, long-term growth.

On the loan side, we focus on originating high-quality loans, which develop into comprehensive relationships as a result of the delivery of superior client service. Our retail deposit offices and wealth management activities also attract significant new clients. Our successful, high-quality service and sales professionals are critical to driving our business and allow us to cross-sell additional products and services that benefit our clients. We are focused on growing our wealth management business by hiring additional professionals and building upon our cross-selling experience to increase assets under management or administration. In addition, we focus on creating and growing a stable, high-quality, lower-cost core deposit base.

#### Offices

Our principal executive offices are located at 111 Pine Street, 2nd Floor, San Francisco, California 94111. The main telephone number at these offices is (415) 392-1400 and our website address is *www.firstrepublic.com*. Information contained on our website is not part of or incorporated by reference into this offering circular.

## THE OFFERING

| | |
|---|---|
| Securities Offered by First Republic . . . . | 2,500,000 shares of common stock, par value $0.01 per share. |
| Shares of Common Stock Outstanding After This Offering . . . . . | 149,143,843 shares of common stock.[(1)] |
| Dividends . . . . . | The decision to declare and pay any dividends in the future will be at the sole discretion of the Board and may be reduced or eliminated at any time. Any future determination to pay dividends on our common stock will depend upon our results of operations, financial condition, capital requirements, regulatory and contractual restrictions, our business strategy and other factors that the Board deems relevant, and will be subject to bank regulatory limits and possible approval requirements. In addition, we cannot declare or pay dividends on our common stock or redeem or repurchase our common stock for any period for which we have not declared and paid in full dividends on our preferred stock. See "Common Stock Price and Dividends." |
| Voting Rights . . . . . | Each holder of our common stock is entitled to one vote per share held on all matters on which shareholders generally are entitled to vote, except as otherwise required by law and subject to the rights and preferences of the holders of any outstanding series of our preferred stock, par value $0.01 per share. We currently have outstanding 1,139,525 shares of preferred stock (with an aggregate liquidation preference of $1,139,525,000) in seven series, none of which currently has voting rights, but all of which may acquire certain limited voting rights as described herein. See "Description of Capital Stock—Common Stock" and "—Preferred Stock." |
| Use of Proceeds . . . . . | We intend to use the net proceeds to us generated by this offering of approximately $175.7 million (or approximately $202.1 million if the underwriters exercise in full their option to purchase additional shares of common stock from us), after underwriting discounts and estimated offering expenses payable by us, for general corporate purposes, which may include, among other things, funding loans or purchasing investment securities for our portfolio. |
| New York Stock Exchange Symbol . . . . | "FRC" |
| Risk Factors . . . . . | An investment in our common stock involves a high degree of risk. See the section entitled "Risk Factors" beginning on page 6 of this offering circular and on page 28 of our most recent Annual Report on Form 10-K filed with the FDIC and incorporated by reference into this offering circular. |

Except as otherwise noted, all information in this offering circular assumes that the underwriters do not exercise their option to purchase from us up to an additional 375,000 shares of common stock.

(1) Based on 146,643,843 shares outstanding as of May 31, 2016. Does not include 5,718,139 shares that remain issuable upon the exercise of additional outstanding stock options granted, 2,300,643 restricted stock units and performance share units that have been awarded, 1,809,720 shares reserved for future awards, under the 2010 Omnibus Award Plan, as amended, or 1,584,659 shares reserved for future purchase under our Employee Stock Purchase Plan.

## SELECTED FINANCIAL INFORMATION

The following table presents selected financial and other data for us as of the dates and for the periods indicated. The balance sheet and results of operations data as of and for the years ended December 31, 2011 through December 31, 2015 have been derived from our audited financial statements.

The financial statements as of and for the years ended December 31, 2011 through December 31, 2015 have been audited by KPMG LLP, which is an independent registered public accounting firm. The information presented under the captions "Selected Ratios," "Selected Asset Quality Ratios" and "Capital Ratios" is unaudited.

The data presented as of and for the three months ended March 31, 2016 and 2015 is derived from our unaudited condensed financial statements, which, in the opinion of our management, reflect all adjustments necessary for a fair statement of the results for these interim periods. These adjustments consist of normal recurring adjustments. The results of operations for the three months ended March 31, 2016 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2016.

The selected financial and other data is qualified in its entirety by, and should be read in conjunction with, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements, including the notes thereto, which are included in the Bank's Annual Report on Form 10-K for the year ended December 31, 2015 and the Bank's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, each of which is incorporated by reference into this offering circular.

| ($ in millions, except per share amounts) | As of or for the Three Months Ended March 31, | | As of or for the Year Ended December 31, | | | | |
|---|---|---|---|---|---|---|---|
| | 2016 | 2015 | 2015 | 2014 | 2013 | 2012 | 2011 |
| **Selected Financial Data:** | | | | | | | |
| Interest income | $ 459 | $ 385 | $ 1,664 | $ 1,483 | $ 1,356 | $ 1,287 | $ 1,183 |
| Interest expense | 35 | 37 | 148 | 153 | 132 | 114 | 118 |
| Net interest income | 424 | 348 | 1,516 | 1,330 | 1,224 | 1,173 | 1,065 |
| Provision for loan losses | 4 | 12 | 55 | 56 | 37 | 63 | 52 |
| Net interest income after provision for loan losses | 420 | 336 | 1,461 | 1,274 | 1,187 | 1,110 | 1,013 |
| Noninterest income | 95 | 75 | 325 | 318 | 244 | 169 | 118 |
| Noninterest expense | 319 | 256 | 1,096 | 923 | 768 | 677 | 567 |
| Net income | 149 | 116 | 522 | 487 | 462 | 401 | 354 |
| Dividends on preferred stock and other | 16 | 14 | 59 | 56 | 41 | 32 | — |
| Net income available to common shareholders | $ 132 | $ 102 | $ 463 | $ 431 | $ 421 | $ 369 | $ 354 |
| **Selected Ratios:** | | | | | | | |
| Basic earnings per common share ("EPS") | $ 0.91 | $ 0.73 | $ 3.27 | $ 3.16 | $ 3.21 | $ 2.84 | $ 2.75 |
| Diluted EPS | $ 0.88 | $ 0.71 | $ 3.18 | $ 3.07 | $ 3.10 | $ 2.75 | $ 2.67 |
| Net income to average assets [1] | 0.98% | 0.94% | 0.96% | 1.06% | 1.20% | 1.28% | 1.40% |
| Net income available to common shareholders to average common equity [1] | 11.01% | 10.32% | 10.72% | 11.72% | 13.50% | 13.48% | 15.13% |
| Average total equity to average total assets | 9.63% | 9.82% | 9.67% | 9.93% | 9.87% | 9.79% | 9.57% |
| Dividends per common share | $ 0.15 | $ 0.14 | $ 0.59 | $ 0.54 | $ 0.36 | $ 0.30 | $ — |
| Dividend payout ratio | 17.0% | 19.6% | 18.5% | 17.6% | 11.6% | 10.9% | —% |
| Book value per common share | $ 33.12 | $ 29.45 | $ 32.28 | $ 28.13 | $ 24.63 | $ 22.10 | $ 19.48 |
| Tangible book value per common share | $ 31.05 | $ 27.97 | $ 30.16 | $ 26.56 | $ 22.83 | $ 20.07 | $ 18.25 |
| Net interest margin [1] | 3.20% | 3.21% | 3.21% | 3.32% | 3.62% | 4.22% | 4.63% |
| Net interest margin (non-GAAP) [1],[2] | 3.14% | 3.09% | 3.09% | 3.14% | 3.26% | 3.53% | 3.53% |
| Efficiency ratio [3] | 61.4% | 60.5% | 59.5% | 56.0% | 52.3% | 50.5% | 47.9% |
| **Selected Balance Sheet Data:** | | | | | | | |
| Total assets | $62,103 | $51,066 | $58,981 | $48,350 | $42,113 | $34,389 | $27,795 |
| Cash and cash equivalents | 1,946 | 1,645 | 1,131 | 817 | 808 | 602 | 631 |
| Investment securities | 11,391 | 7,494 | 10,452 | 6,638 | 4,824 | 3,537 | 2,824 |
| Loans | | | | | | | |
| Unpaid principal balance | 45,445 | 39,114 | 44,145 | 37,931 | 34,199 | 28,299 | 22,819 |
| Net unaccreted discount | (101) | (141) | (108) | (153) | (220) | (332) | (494) |
| Net deferred fees and costs | 52 | 33 | 46 | 31 | 22 | 20 | 10 |
| Allowance for loan losses | (265) | (219) | (261) | (207) | (153) | (130) | (68) |
| Loans, net | 45,131 | 38,787 | 43,822 | 37,602 | 33,848 | 27,857 | 22,267 |
| Goodwill and other intangible assets | 302 | 211 | 309 | 217 | 239 | 265 | 159 |
| Deposits | 50,935 | 39,939 | 47,893 | 37,131 | 32,083 | 27,088 | 22,459 |
| Securities sold under agreements to repurchase | 100 | — | 100 | — | — | — | — |
| FHLB advances | 3,800 | 4,925 | 4,000 | 5,275 | 5,150 | 3,225 | 2,200 |
| Senior notes | 397 | 397 | 397 | 396 | — | — | — |
| Subordinated notes | — | — | — | — | — | — | 66 |
| Noncontrolling interests | — | — | — | — | — | — | 77 |
| Total equity | $ 5,985 | $ 5,075 | $ 5,706 | $ 4,778 | $ 4,160 | $ 3,400 | $ 2,598 |
| **Other Financial Information:** | | | | | | | |
| Wealth management assets | $73,421 | $56,369 | $72,293 | $53,377 | $41,578 | $31,290 | $20,155 |
| Loans serviced for others | $10,654 | $ 9,840 | $10,531 | $ 9,590 | $ 6,000 | $ 4,581 | $ 3,381 |
| **Selected Asset Quality Ratios:** | | | | | | | |
| Nonperforming assets to total assets | 0.10% | 0.10% | 0.12% | 0.10% | 0.14% | 0.14% | 0.11% |
| Nonperforming assets to loans and REO | 0.13% | 0.13% | 0.17% | 0.12% | 0.17% | 0.18% | 0.13% |
| Allowance for loan losses to total loans | 0.59% | 0.56% | 0.59% | 0.55% | 0.45% | 0.46% | 0.30% |
| Allowance for loan losses to nonperforming loans | 449% | 440% | 355% | 451% | 281% | 264% | 258% |
| Net charge-offs to average total loans [1] | 0.00% | 0.00% | 0.00% | 0.01% | 0.05% | 0.01% | 0.02% |
| **Capital Ratios:** | | | | | | | |
| Tier 1 leverage ratio [4] | 9.38% | 9.90% | 9.21% | 9.43% | 9.19% | 9.33% | 8.82% |
| Common Equity Tier 1 ratio [4],[5] | 10.61% | 11.25% | 10.76% | n/a | n/a | n/a | n/a |
| Tier 1 common equity ratio [5] | n/a | n/a | n/a | 10.90% | 10.30% | 11.14% | 12.85% |
| Tier 1 risk-based capital ratio [4] | 13.24% | 13.73% | 13.13% | 13.55% | 13.34% | 13.28% | 13.27% |
| Total risk-based capital ratio [4] | 13.88% | 14.37% | 13.78% | 14.20% | 13.89% | 13.87% | 13.66% |

*(continued on following page)*

*(continued from previous page)*

(1) For periods less than a year, ratios are annualized.

(2) For a discussion of our use of non-GAAP financial measures and a reconciliation of this ratio to its equivalent GAAP ratio, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Use of Non-GAAP Financial Measures" in the Bank's Annual Report on Form 10-K for the year ended December 31, 2015 and the Bank's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, each of which is incorporated by reference into this offering circular.

(3) Efficiency ratio is the ratio of noninterest expense to the sum of net interest income and noninterest income.

(4) Ratios for 2016 and 2015 periods reflect the adoption of the Basel III Capital Rules in effect beginning January 1, 2015 and will be phased in through the end of 2018. Ratios for prior periods represent the previous capital rules under Basel I.

(5) Beginning in 2015, Common Equity Tier 1 ratio is a new ratio requirement under the Basel III Capital Rules and represents common equity, less goodwill and intangible assets net of any associated deferred tax liabilities, divided by risk-weighted assets (subject to phase-in adjustments through the end of 2018). In prior periods, the Tier 1 common equity ratio represents common equity, less goodwill and intangible assets, divided by risk-weighted assets.

## RISK FACTORS

*An investment in our common stock involves a high degree of risk. There are risks, many beyond our control, that could cause our financial condition, liquidity or results of operations to differ materially from management's expectations. This offering circular does not describe all of those risks. The following is a list of certain risks specific to our common stock. Before purchasing shares of our common stock, you should carefully consider these risks and the more detailed explanation of risks described on page 28 of our Annual Report on Form 10-K for the year ended December 31, 2015 under the caption "Item 1A. Risk Factors" and other information included in or incorporated by reference into this offering circular. Any of these risks, by itself or together with one or more other factors, may materially and adversely affect our business, results of operations, liquidity or financial condition or the market price or liquidity of our common stock, perhaps materially. These risks and the risks presented below are not the only risks that we face. Additional risks that we do not presently know or that we currently deem immaterial may also have a material adverse effect on our business, results of operations, liquidity or financial condition or the market price or liquidity of our common stock. Further, to the extent that any of the information contained herein constitutes forward-looking statements, the risk factors below and in the documents incorporated by reference also are cautionary statements identifying important factors that could cause actual results to differ materially from those expressed in any such forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements" on page iii of this offering circular.*

***Shares of our common stock are not an insured deposit.***

Shares of our common stock are not bank deposits and are not insured or guaranteed by the FDIC or any other governmental agency. An investment in our common stock has risks, and you may lose your entire investment.

***The market price and trading volume of our common stock may be volatile, which could result in rapid and substantial losses for our shareholders.***

The market price of our common stock may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume of our common stock may fluctuate and cause significant price variations to occur. If the market price of our common stock declines significantly, you may be unable to resell your shares of common stock at or above your purchase price, if at all. The market price of our common stock could fluctuate or decline significantly in the future. Some, but certainly not all, of the factors that could negatively affect the price of our common stock, or result in fluctuations in the price or trading volume of our common stock, include:

- Variations in our quarterly operating results or failure to meet the market's earnings expectations;
- Publication of research reports about us or the financial services industry in general;
- The failure of securities analysts to continue coverage of our common stock;
- Additions to or departures of our key personnel;
- Adverse market reactions to any indebtedness we may incur or securities we may issue in the future;
- Actions by our shareholders;
- The operating and securities price performance of companies that investors consider to be comparable to us;
- Changes or proposed changes in laws or regulations affecting our business; and
- Actual or potential litigation and governmental investigations.

In addition, if the market for stocks in our industry, or the stock market in general, experiences a loss of investor confidence, the trading price of the common stock could decline for reasons unrelated to our business, results of operations or financial condition. If any of the foregoing occurs, it could cause our stock price to fall

and may expose us to lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management.

***Securities analysts may not continue coverage of our common stock.***

The trading market for our common stock will depend in part on the research and reports that securities analysts publish about us and our business. We do not have any control over these securities analysts, and they may cease to cover our common stock. If securities analysts do not cover our common stock, the lack of research coverage may adversely affect its market price. If we are covered by securities analysts, and our common stock is the subject of an unfavorable report, the price of our common stock may decline. If one or more of these analysts cease to cover us or fail to publish regular reports on us, we could lose visibility in the financial markets, which could cause the price or trading volume of our common stock to decline.

***We may not continue to pay dividends on our common stock.***

Holders of our common stock are only entitled to receive such dividends as our Board may declare out of funds legally available for payment. We are not required to pay dividends on our common stock and may reduce or eliminate common stock dividends at any time in the future. This could adversely affect the market price of our common stock. Dividends on our common stock are also subject to bank regulatory limits and possible approval requirements. In addition, we cannot declare or pay dividends on our common stock or redeem or repurchase our common stock for any period for which we have not declared and paid in full dividends on our preferred stock. Further, under the Dodd-Frank Act, we are required to conduct annual stress tests, and if the results of those stress tests are not satisfactory to the FDIC, we could be required to reduce or eliminate our dividends. Our Board will continue to evaluate the payment of dividends based on our results of operations, financial condition, capital requirements, regulatory and contractual restrictions, our business strategy and other factors our Board deems relevant.

***Future sales of our common stock may adversely affect our stock price.***

The market price of our common stock may be adversely affected by the sale of a significant quantity of our outstanding common stock (including any securities convertible into or exercisable or exchangeable for common stock), or the perception that such a sale could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to raise additional capital by selling equity securities in the future at a time and price that we deem appropriate.

***Future issuances of equity securities could adversely affect our stock price.***

We may issue additional equity securities, or debt securities convertible into or exercisable or exchangeable for equity securities, from time to time to raise additional capital, support growth or to make acquisitions. Further, we expect to issue stock options or other stock awards to retain and motivate our employees, executives and directors. These issuances of securities could dilute the voting and economic interests of our existing shareholders. These issuances or the perception that such issuances may occur could also adversely affect the market price of our common stock.

***Our common stock is subordinate to our existing and future indebtedness and preferred stock.***

Shares of our common stock are equity interests and do not constitute indebtedness. As such, our common stock ranks junior to all our deposits and indebtedness, and other non-equity claims on us, with respect to assets available to satisfy claims. Additionally, holders of common stock are subject to the prior dividend and liquidation rights of the holders of our seven outstanding series of preferred stock, as described under “Description of Capital Stock—Preferred Stock,” and any other series of preferred stock we may issue.

***Various factors could make a takeover attempt of us more difficult to achieve.***

Certain provisions of our organizational documents, in addition to certain federal banking laws and regulations, could make it more difficult for a third-party to acquire us without the consent of our Board, even if doing so were perceived to be beneficial to our shareholders. These provisions also make it more difficult to remove our current Board or management or to appoint new directors, and also regulate the timing and content of shareholder proposals and nominations, and qualification for service on our Board. These provisions could effectively inhibit a non-negotiated merger or other business combination, which could adversely impact the value of our common stock.

## USE OF PROCEEDS

We intend to use the net proceeds to us generated by this offering of approximately $175.7 million (or approximately $202.1 million if the underwriters exercise in full their option to purchase additional shares of common stock from us), after underwriting discounts and estimated offering expenses payable by us, for general corporate purposes, which may include, among other things, funding loans or purchasing investment securities for our portfolio.

## COMMON STOCK PRICE AND DIVIDENDS

Our common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "FRC." As of May 31, 2016, there were 146,643,843 shares of common stock issued and outstanding. As of May 31, 2016, there were fewer than 50 shareholders of record of our common stock, although we believe shares are held by approximately 110,000 beneficial owners.

The following table provides the high and low intraday sales price per share of common stock during the periods indicated:

| | Share Prices | |
|---|---|---|
| | Low | High |
| **2016:** | | |
| Second Quarter (through May 31, 2016) | $64.04 | $73.22 |
| First Quarter | $56.32 | $68.41 |
| **2015:** | | |
| Fourth Quarter | $59.97 | $69.76 |
| Third Quarter | $56.59 | $65.26 |
| Second Quarter | $56.22 | $64.63 |
| First Quarter | $46.70 | $59.78 |
| **2014:** | | |
| Fourth Quarter | $44.56 | $53.07 |
| Third Quarter | $45.64 | $55.85 |
| Second Quarter | $49.27 | $55.50 |
| First Quarter | $47.44 | $56.18 |

### Common Stock Dividends

The following table presents cash dividends per share of our common stock declared and paid by First Republic for the periods indicated:

| | 2016 | 2015 | 2014 |
|---|---|---|---|
| **Quarter:** | | | |
| Fourth Quarter | $ — | $0.15 | $0.14 |
| Third Quarter | $ — | $0.15 | $0.14 |
| Second Quarter (through May 31, 2016) | $0.16 | $0.15 | $0.14 |
| First Quarter | $0.15 | $0.14 | $0.12 |

For information on dividend restrictions, refer to "Business—Supervision and Regulation—Restrictions on Dividends and Other Distributions" in our Annual Report on Form 10-K for the year ended December 31, 2015 and "Risk Factors—We may not continue to pay dividends on our common stock" above.

The decision to declare and pay any dividends in the future will be at the sole discretion of our Board and may be reduced or eliminated at any time. Any future determination to pay dividends on our common stock will depend upon our results of operations, financial condition, capital requirements, regulatory and contractual restrictions, our business strategy and other factors that the Board deems relevant, and will be subject to bank regulatory limits and possible approval requirements. In addition, we cannot declare or pay dividends on our common stock or redeem or repurchase our common stock for any period for which we have not declared and paid in full dividends on each series of our preferred stock.

We are subject to bank regulatory requirements that in some situations could affect our ability to pay dividends. The FDIC's prompt corrective action regulations prohibit institutions such as us from making any "capital distribution," which includes any transaction that the FDIC determines, by order or regulation, to be "in substance a distribution of capital," unless the institution will continue to be at least adequately capitalized after the distribution is made. Pursuant to these provisions, it is possible that the FDIC would seek to prohibit the payment of dividends on our capital stock if we would fail to maintain a status of at least adequately capitalized after such dividend. Applicable California banking laws contain similar provisions. All dividends out of capital stock are payable out of our capital surplus. Further, under the Dodd-Frank Act, we are required to conduct annual stress tests, and if the results of those stress tests are not satisfactory to the FDIC, we could be required to reduce or eliminate our dividends.

## CAPITALIZATION

The following table sets forth our capitalization and capital ratios as of March 31, 2016 on an actual basis and as adjusted to give effect to the sale of 2,500,000 shares of common stock by us in this offering (assuming the underwriters do not exercise their option to purchase additional shares), after underwriting discounts and estimated offering expenses payable by us. You should read this table in conjunction with our consolidated financial statements and the notes thereto included in the documents incorporated by reference into this offering circular.

| | As of March 31, 2016 | |
|---|---|---|
| **Capitalization** | **Actual** | **As Adjusted for this Offering** |
| | **(In thousands, except share amounts)** | |
| **Equity** | | |
| Preferred Stock, 6.70% Noncumulative Perpetual Series A $0.01 par value, $1,000 liquidation preference per share; 199,525 shares authorized, issued and outstanding | $ 199,525 | $ 199,525 |
| Preferred Stock, 6.20% Noncumulative Perpetual Series B, $0.01 par value, $1,000 liquidation preference per share; 150,000 shares authorized, issued and outstanding | 150,000 | 150,000 |
| Preferred Stock, 5.625% Noncumulative Perpetual Series C, $0.01 par value, $1,000 liquidation preference per share; 172,500 shares authorized; 150,000 shares issued and outstanding | 150,000 | 150,000 |
| Preferred Stock, 5.50% Noncumulative Perpetual Series D, $0.01 par value, $1,000 liquidation preference per share; 200,000 shares authorized; 190,000 shares issued and outstanding | 190,000 | 190,000 |
| Preferred Stock, 7.00% Noncumulative Perpetual Series E, $0.01 par value, $1,000 liquidation preference per share; 200,000 shares authorized, issued and outstanding | 200,000 | 200,000 |
| Preferred Stock, 5.70% Noncumulative Perpetual Series F, $0.01 par value, $1,000 liquidation preference per share; 115,000 shares authorized; 100,000 shares issued and outstanding | 100,000 | 100,000 |
| Preferred Stock, 5.50% Noncumulative Perpetual Series G, $0.01 par value, $1,000 liquidation preference per share; 172,500 shares authorized; 150,000 shares issued and outstanding | 150,000 | 150,000 |
| Common Stock, par value $0.01 per share, 400,000,000 shares authorized, 146,313,671 and 148,813,671 shares outstanding [(1), (2)] | 1,463 | 1,488 |
| Additional paid-in capital | 2,773,255 | 2,948,955 |
| Retained earnings | 2,059,871 | 2,059,871 |
| Accumulated other comprehensive income | 10,611 | 10,611 |
| **Total Equity** [(1)] | $5,984,725 | $6,160,450 |
| **Capital Ratios** | | |
| Tier 1 leverage ratio | 9.38% | 9.67% |
| Common Equity Tier 1 ratio | 10.61% | 11.01% |
| Tier 1 risk-based capital ratio | 13.24% | 13.65% |
| Total risk-based capital ratio | 13.88% | 14.29% |

(1) If the underwriters exercise in full their option to purchase additional shares, (a) an aggregate of 2,875,000 shares of common stock will be issued in the offering, resulting in aggregate net proceeds of approximately $202.1 million, and (b) our stockholders' equity, as adjusted for this offering, will increase to $6.19 billion.

(2) As of March 31, 2016, shares outstanding do not include (a) 6,087,809 shares that remain issuable upon the exercise of additional outstanding stock options granted, (b) 1,888,248 restricted stock units and performance share units that have been awarded or (c) 2,421,100 shares reserved for future awards under the 2010 Omnibus Award Plan, as amended. In addition, shares outstanding do not include 1,600,935 shares reserved for future purchase under our Employee Stock Purchase Plan.

## DESCRIPTION OF CAPITAL STOCK

*The following description summarizes the material terms of our capital stock. Because it is only a summary, it may not contain all the information that is important to you. For a complete description, you should refer to our Restated Articles of Incorporation (the "Articles"), Amended and Restated Bylaws (the "Bylaws"), certificates of determination and any applicable provisions of relevant law.*

### General

The Articles authorize us to issue a total of 425,000,000 shares of capital stock, of which we are authorized to issue 400,000,000 shares of common stock, par value $0.01 per share, and 25,000,000 shares of preferred stock, par value $0.01 per share. As of May 31, 2016, there were 146,643,843 shares of common stock outstanding held by fewer than 50 record holders and we believe approximately 110,000 beneficial owners. As of May 31, 2016, we had seven series of preferred stock issued and outstanding, for a total of 1,139,525 shares of preferred stock issued and outstanding, with each series held by one record holder.

### Common Stock

*Voting*. Each holder of our common stock is entitled to one vote per share held on all matters on which shareholders generally are entitled to vote, except as otherwise required by law and subject to the rights and preferences of the holders of any outstanding series of our preferred stock. Holders of common stock are not entitled, however, to vote on any amendment to the Articles that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such series are entitled, either separately or together with the holders of one or more other such series, to vote on such amendment pursuant to the Articles or the California General Corporation Law (the "CGCL"). Other than elections to office, any shareholder entitled to vote on a matter may vote part of the shares such shareholder is entitled to vote in favor of the matter and refrain from voting the remaining shares or vote them against the matter. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, however, it is conclusively presumed that the shareholder is voting affirmatively with respect to all shares such shareholder is entitled to vote. Our Articles do not allow shareholders to cumulate votes in the election of directors.

*Dividends and Other Distributions*. Subject to the rights and preferences of the holders of any outstanding series of preferred stock, dividends may be declared and paid on our common stock at the discretion of our Board from any lawfully available funds. Holders of our common stock are also entitled to share ratably in our assets legally available for distribution to our shareholders in the event of our liquidation, winding up or dissolution, after payment of or adequate provision for all of our known debts and liabilities. These rights are subject to the preferential rights of any other class or series of our stock.

*Pre-emptive and Other Rights*. Our Articles do not grant any pre-emptive rights to our shareholders. There are no sinking fund, conversion or redemption provisions applicable to our common stock.

### Preferred Stock

The Articles permit the Board to issue one or more series of preferred stock, fix the number of shares and determine the rights, preferences, privileges and restrictions of any such series of preferred stock. The Board has designated seven series of preferred stock, all of which are issued and outstanding: (a) a series of 199,525 shares of 6.70% Noncumulative Perpetual Series A Preferred Stock ("Series A Preferred Stock"), represented by 7,981,000 depositary shares, each representing a 1/40th interest in a share of Series A Preferred Stock; (b) a series of 150,000 shares of 6.20% Noncumulative Perpetual Series B Preferred Stock ("Series B Preferred Stock"), represented by 6,000,000 depositary shares, each representing a 1/40th interest in a share of Series B Preferred Stock; (c) a series of 150,000 shares of 5.625% Noncumulative Perpetual Series C Preferred Stock ("Series C Preferred Stock"), represented by 6,000,000 depositary shares, each representing a 1/40th interest in a share of Series C Preferred

Stock; (d) a series of 190,000 shares of 5.50% Noncumulative Perpetual Series D Preferred Stock ("Series D Preferred Stock"), represented by 7,600,000 depositary shares, each representing a 1/40th interest in a share of Series D Preferred Stock; (e) a series of 200,000 shares of 7.00% Noncumulative Perpetual Series E Preferred Stock ("Series E Preferred Stock"), represented by 8,000,000 depositary shares, each representing a 1/40th interest in a share of Series E Preferred Stock; (f) a series of 100,000 shares of 5.70% Noncumulative Perpetual Series F Preferred Stock ("Series F Preferred Stock"), represented by 4,000,000 depositary shares, each representing a 1/40th interest in a share of Series F Preferred Stock; and (g) a series of 150,000 shares of 5.50% Noncumulative Perpetual Series G Preferred Stock ("Series G Preferred Stock"), represented by 6,000,000 depositary shares, each representing a 1/40th interest in a share of Series G Preferred Stock.

Each outstanding series of our preferred stock has a liquidation preference of $1,000 per share and is perpetual. Each series of our preferred stock is entitled to receive noncumulative cash dividends when, as and if declared by the Board on a quarterly basis, at a rate per annum as follows: 6.70% on the Series A Preferred Stock, 6.20% on the Series B Preferred Stock, 5.625% on the Series C Preferred Stock, 5.50% on the Series D Preferred Stock, 7.00% on the Series E Preferred Stock, 5.70% on the Series F Preferred Stock and 5.50% on the Series G Preferred Stock. Each outstanding series of our preferred stock has no pre-emptive rights, is not subject to a sinking fund, and is not convertible into or exchangeable or exercisable for any of our other securities. Each outstanding series of preferred stock is redeemable at our option either (i) in whole or in part, from time to time, for cash, on or after January 30, 2017, in the case of the Series A Preferred Stock, on or after June 1, 2017, in the case of the Series B Preferred Stock, on or after December 29, 2017, in the case of the Series C Preferred Stock, on or after June 29, 2018, in the case of the Series D Preferred Stock, on or after December 28, 2018, in the case of the Series E Preferred Stock, on or after June 30, 2020, in the case of the Series F Preferred Stock, and on or after March 30, 2021, in the case of the Series G Preferred Stock, or (ii) in whole but not in part at any time within 90 days following our good faith determination that, as a result of a change or proposed change in law or regulation or an administrative or judicial action that there is more than an insubstantial risk that we will not be entitled to treat the full liquidation value of such series of preferred stock then outstanding as Tier 1 capital. In either case, no redemption premium will be paid.

Each outstanding series of our preferred stock ranks senior to our common stock, and equally with all existing series of preferred stock, as well as with all future series of preferred stock that by their terms do not rank junior to such series with respect to the payment of dividends and distributions upon liquidation, dissolution or winding up. Each series of our preferred stock generally has no voting rights. However, if dividends on any outstanding shares of any series of our preferred stock are not paid (whether or not declared) for any six dividend periods (whether or not consecutive), holders of that series of preferred stock, voting as a separate class with the holders of all other series of preferred stock upon which like voting rights have been conferred and are exercisable, will be entitled to elect two directors to serve on our Board until all dividends on that series are paid in full for at least four consecutive dividend periods. The holders of all of our outstanding series of preferred stock together will not have the right to elect more than two directors to serve on our Board. In addition, the affirmative vote of holders of at least two-thirds of the outstanding shares of any outstanding series of preferred stock will be required to (i) create any class or series of shares that ranks, as to dividends and distributions upon liquidation, senior to that series or (ii) alter or change the provisions of our Articles, the certificate of determination governing that series of preferred stock or our Bylaws so as to adversely affect the voting powers, preferences or special rights of the holders of that series.

**Transfer Restrictions**

All shares of common stock currently outstanding were, and the shares sold in this offering will be, offered and sold pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), and other exemptions provided by the laws of the United States and other jurisdictions where such securities were offered and sold. Shares of our common stock may only be transferred or sold in compliance with all applicable state, federal and foreign securities laws.

**Ownership Limitations**

Federal and state banking laws prevent any holder of the Bank's capital stock from acquiring "control" of the Bank, as defined under applicable statutes and regulations, without obtaining the prior approval of the Federal Reserve, the FDIC or the California Department of Business Oversight, as applicable.

**Listing and Trading**

Our common stock is listed on the NYSE under the symbol "FRC."

No preferred stock series is currently listed on any securities exchange or displayed on any electronic communications network. Our depositary shares, each representing 1/40th interest in a share of Series A Preferred Stock, are listed on the NYSE under the symbol "FRC-PrA". Our depositary shares, each representing 1/40th interest in a share of Series B Preferred Stock, are listed on the NYSE under the symbol "FRC-PrB". Our depositary shares, each representing 1/40th interest in a share of Series C Preferred Stock, are listed on the NYSE under the symbol "FRC-PrC". Our depositary shares, each representing 1/40th interest in a share of Series D Preferred Stock, are listed on the NYSE under the symbol "FRC-PrD". Our depositary shares, each representing 1/40th interest in a share of Series E Preferred Stock, are listed on the NYSE under the symbol "FRC-PrE". Our depositary shares, each representing 1/40th interest in a share of Series F Preferred Stock, are listed on the NYSE under the symbol "FRC-PrF". Our depositary shares, each representing 1/40th interest in a share of Series G Preferred Stock, are listed on the NYSE under the symbol "FRC-PrG".

**Book Entry, Delivery and Form**

The Depository Trust Company ("DTC") acts as securities depositary for the common stock. The common stock sold in this offering will be registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC.

DTC has advised us that it is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depositary Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or through intermediaries ("Indirect Participants"). The rules applicable to DTC and its Direct and Indirect Participants are on file with the SEC. More information about DTC can be found at *www.dtcc.com* and *http://www.dtc.org*.

Purchases of shares of common stock under the DTC system must be made by or through Direct Participants, which will receive a credit for the shares of common stock on DTC's records. The ownership interest of each actual purchaser of shares of common stock (the "beneficial owner") is in turn recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which

the beneficial owner entered into the transaction. Transfers of ownership interest in the common stock will be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interest in the common stock, except in the event that use of the book-entry system for the common stock is discontinued. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

To facilitate subsequent transfers, the shares of our common stock deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of common stock with DTC and its registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the common stock. DTC's records reflect only the identity of the Direct Participants to whose accounts are credited, which may or may not be the beneficial owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

In those instances where a vote is required, neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the common stock unless authorized by a Direct Participant. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the common stock is credited on the record date, which accounts are identified in a listing attached to the omnibus proxy.

Distributions and dividend payments on the common stock will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from us or our agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC (nor its nominee), us or any agent of ours, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions and dividends to Cede & Co. (or such other DTC nominee) is the responsibility of us or our agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depositary with respect to the common stock at any time by giving reasonable notice to us or our agent. Additionally, we may decide to discontinue the book-entry only system of transfers with respect to the common stock. Under such circumstances, if a successor depositary is not obtained, we will print and deliver certificates in fully registered form for the common stock.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof.

**Transfer Agent**

Computershare Inc. and Computershare Trust Company, N.A., collectively, act as registrar and transfer agent for our common stock. Registration of transfers of shares of the common stock will be effected without charge but only upon payment of any tax or other governmental charges that may be imposed in connection with any transfer or exchange.

**Certain Provisions of California Law and of Our Articles and Bylaws**

***Amendment of Articles of Incorporation and Bylaws***

Under California law, a California corporation cannot amend its articles of incorporation unless the amendment is approved by the Board and by the affirmative vote of a majority of the outstanding shares entitled to vote, either before or after the approval by the Board, and in matters affecting a particular class of shares, by the affirmative vote of holders of a majority of the outstanding shares of that class. Our Articles specify that amendments of certain provisions require the affirmative vote of two-thirds of the outstanding shares entitled to vote. Additionally, under California law, a California bank cannot amend its articles of incorporation unless the amendment is approved by the California Commissioner of Business Oversight (the "Commissioner").

Under California law, the Board or the shareholders may adopt, amend or repeal the Bank's Bylaws with the affirmative vote of a majority of the directors then in office or the affirmative vote of the holders of a majority of the Bank's shares entitled to be cast; provided, however, that Bylaws specifying a fixed number of directors, or the maximum or minimum number of directors, or changing from a fixed to a variable board of directors or vice versa, may only be adopted by the vote of a majority of the outstanding shares. Under California law, a bank may not amend the articles of incorporation or its bylaws so as to reduce the number of directors below five.

***Power to Authorize and Issue Additional Shares of Common Stock and Preferred Stock***

The Board, with approval by an affirmative vote of a majority of the outstanding shares entitled to vote, and in some cases, the approval by an affirmative vote of a majority of the outstanding shares of certain classes, has the authority to amend the Articles to increase or decrease the aggregate number of shares of stock or the number of shares of authorized stock of any class or series that the Bank has the authority to issue. The Board can cause us to issue additional authorized shares without shareholder approval, unless shareholder approval is required by applicable law or by the rules of the NYSE. Although we have no present intention of doing so, we could issue a class or series of stock that could delay, defer or prevent a transaction or a change in control of the Bank that might involve a premium price for holders of common stock or otherwise be in their best interest.

***Restrictions on the Bank's Sale of Its Securities***

Under California law, a California bank may not offer or sell its own securities unless the Commissioner has issued a permit authorizing the sale, with certain limited exceptions. For a permit to be issued, the Commissioner must find that the proposed sale is "fair, just, and equitable."

***Meetings of Shareholders***

Under our Bylaws, with respect to annual meetings of shareholders, nominations of persons for election as directors and the proposal of business to be considered may be made: (i) pursuant to our notice of meeting; (ii) by the Board; or (iii) by any shareholder entitled to vote at the meeting who has complied with the advance notice procedures in our Bylaws.

Special meetings of shareholders may be called at any time by the Board or our Chairman, if any, President, if any, or shareholders entitled to cast at least one-tenth of the votes which all shareholders are entitled to cast at an annual or special meeting of shareholders. Only business specified in the notice of a special meeting of shareholders may be conducted at the meeting. Nominations of persons for election as directors at a special meeting at which directors are to be elected may be made: (i) by the Board; or (ii) by any shareholder entitled to vote at the meeting who has complied with the advance notice procedures in our Bylaws.

***Board of Directors***

Under our Bylaws, the number of directors will not be less than nine nor more than fifteen. Under our Bylaws, the exact number of directors is fixed, from time to time, by the approval of the Board. No person may

serve as a director if that person is not qualified to serve as a director under applicable banking laws or regulations or if that person's service as a director is opposed in writing by any bank regulatory official having jurisdiction over us.

The Board is not divided into different classes of directors. At each annual meeting of shareholders, in an uncontested election, each nominee receiving the affirmative vote of the majority of the shares present or represented and voting will be elected as a director and, in a contested election, the nominees receiving the highest number of votes will be elected as directors.

***Supermajority Voting for Fundamental Transactions***

The Articles require the approval of two-thirds of the outstanding shares of common stock entitled to vote to approve a merger, sale of control or sale of substantially all of our assets unless such transaction was previously approved by the Board or is with a majority-owned subsidiary of the Bank.

***Removal of Directors***

Any or all of the directors may be removed without cause if such removal is approved by a majority of the outstanding common stock, except that no director may be removed (unless the entire Board is removed) when the votes cast against removal, or not consenting in writing to removal, would be sufficient to elect such director if voted cumulatively at an election in which the same total number of votes were cast and the entire number of directors authorized at the most recent election were then being elected.

***Limitation of Liability and Indemnification***

California law permits us to include in the Articles a provision limiting the liability of our directors to us and our shareholders for money damages, except for liability resulting from: (i) acts or omissions that involve intentional misconduct or a knowing and culpable violation of law; (ii) acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director; (iii) any transaction from which a director derived an improper personal benefit; (iv) acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders; (v) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders; (vi) acts arising from an interested director transaction listed under Section 310 of the CGCL; or (vii) acts arising from the approval of specific corporate action listed under Section 316 of the CGCL.

The Articles and Bylaws contain provisions which eliminate directors' liability to the fullest extent permitted by California law. Under California law and our Bylaws, we are authorized to obtain and have obtained directors' and officers' liability insurance.

California law grants us the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the corporation (including but not limited to a director, officer or employee) against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. California law permits us to advance expenses incurred in defending any proceeding prior to its final disposition upon receipt of an undertaking by or on behalf of the agent to repay that amount if it is determined ultimately that the agent is not entitled to be indemnified.

California law does not allow us to indemnify our agents for: (i) any claim, issue or matter as to which the person has been adjudged to be liable to the corporation in the performance of that person's duty to the corporation and its shareholders, unless and only to the extent that the court in which the proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court determines; (ii) any amounts paid in settling or otherwise disposing of a pending action without court approval; and (iii) any expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

The Articles and Bylaws state that we will, to the fullest extent permitted by California law, provide indemnification to our agents against losses if they acted in good faith and in a manner they reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, if they had no reasonable cause to believe their conduct was unlawful. Except in the case of expenses incurred in a successful defense, indemnification requires that the person to be indemnified is determined to have met the necessary standard of conduct by (i) a majority of a quorum of directors who are not parties to the proceeding, (ii) if such a quorum is unobtainable, by independent legal counsel in a written opinion, (iii) approval of shareholders as set forth in Section 153 of the CGCL or (iv) the court in which the proceeding is or was pending. Under federal banking law, we may not indemnify our agents against liability or legal expenses with regard to certain administrative proceedings or civil actions brought by the FDIC. We have entered into agreements with our directors indemnifying them to the fullest extent permitted by law and all applicable limitations imposed by the FDIC and the California Department of Business Oversight.

## MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

This section summarizes certain U.S. federal income and estate tax consequences of the ownership and disposition of our shares by a non-U.S. holder. You are a non-U.S. holder if you are, for U.S. federal income tax purposes:

- A nonresident alien individual,
- A foreign corporation, or
- An estate or trust that in either case is not subject to U.S. federal income tax on a net income basis on income or gain from our common stock.

This section does not consider the specific facts and circumstances that may be relevant to a particular non-U.S. holder and does not address the treatment of a non-U.S. holder under the laws of any state, local or foreign taxing jurisdiction. This section is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed regulations, and administrative and judicial interpretations, all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

If a partnership holds shares of our common stock, the United States federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding our shares should consult its tax advisor with regard to the United States federal income tax treatment of an investment in the common stock.

You should consult a tax advisor regarding the United States federal tax consequences of acquiring, holding and disposing of our shares in your particular circumstances, as well as any tax consequences that may arise under the laws of any state, local or foreign taxing jurisdiction.

### Dividends

Except as described below, if you are a non-U.S. holder of our shares, dividends paid to you are subject to withholding of U.S. federal income tax at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate. Even if you are eligible for a lower treaty rate, we and other payors will generally be required to withhold at a 30% rate (rather than the lower treaty rate) on dividend payments made to you, unless you have furnished to us or another payor:

- A valid U.S. Internal Revenue Service ("IRS") Form W-8BEN, Form W-8BEN-E or an acceptable substitute form upon which you certify, under penalties of perjury, your status as a non-United States person and your entitlement to the lower treaty rate with respect to such payments, or
- In the case of payments made outside the United States to an offshore account (generally, an account maintained by you at an office or branch of a bank or other financial institution at any location outside the United States), other documentary evidence establishing your entitlement to the lower treaty rate in accordance with United States Treasury regulations.

If you are eligible for a reduced rate of U.S. withholding tax under a tax treaty, you may obtain a refund of any amounts withheld in excess of that rate by filing a refund claim with the IRS.

If dividends paid to you are "effectively connected" with your conduct of a trade or business within the United States, and, if required by a tax treaty, the dividends are attributable to a permanent establishment that you maintain in the United States, we and other payors generally are not required to withhold tax from the dividends, provided that you have furnished to us or another payor a valid Internal Revenue Service Form W-8ECI or an acceptable substitute form upon which you represent, under penalties of perjury, that:

- You are a non-United States person, and

- The dividends are effectively connected with your conduct of a trade or business within the United States and are includible in your gross income.

"Effectively connected" dividends are taxed at rates applicable to United States citizens, resident aliens and domestic United States corporations.

If you are a corporate non-U.S. holder, "effectively connected" dividends that you receive may, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate.

**Gain on Disposition of Common Stock**

If you are a non-U.S. holder, you generally will not be subject to U.S. federal income tax on gain that you recognize on a disposition of shares of our common stock unless:

- The gain is "effectively connected" with your conduct of a trade or business in the United States, and the gain is attributable to a permanent establishment that you maintain in the United States, if that is required by an applicable income tax treaty as a condition to subjecting you to United States taxation on a net income basis,
- You are an individual, you hold our shares as a capital asset, you are present in the United States for 183 or more days in the taxable year of the sale and certain other conditions exist, or
- We are or have been a U.S. real property holding corporation for U.S. federal income tax purposes and you held, directly or indirectly, at any time during the five-year period ending on the date of disposition, more than 5% of the common stock and you are not eligible for any treaty exemption.

If you are a corporate non-U.S. holder, "effectively connected" gains that you recognize may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate.

We have not been, are not and do not anticipate becoming a U.S. real property holding corporation for U.S. federal income tax purposes.

**Withholdable Payments to Foreign Financial Entities and Other Foreign Entities**

A 30% withholding tax will be imposed on certain payments to you or to certain foreign financial institutions, investment funds and other non-U.S. persons receiving payments on your behalf if you or such persons fail to comply with information reporting requirements ("FATCA Withholding"). Such payments include U.S.-source dividends and will include the gross proceeds from the sale or other disposition of common stock that can produce U.S.-source dividends. Dividend payments you receive could be subject to this withholding if you are subject to the information reporting requirements and fail to comply with them or if you hold shares of our common stock through another person (e.g., a foreign bank or broker) that is subject to withholding because it fails to comply with these requirements (even if you would not otherwise have been subject to withholding). However, FATCA Withholding will not apply to payments of gross proceeds from a sale or other disposition of common stock before January 1, 2019.

**Federal Estate Taxes**

Shares of our common stock held by a non-U.S. holder at the time of death will be included in the holder's gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

**Backup Withholding and Information Reporting**

If you are a non-U.S. holder, we and other payors are required to report payments of dividends on IRS Form 1042-S even if the payments are exempt from withholding. You are otherwise generally exempt from backup withholding and information reporting requirements with respect to dividend payments and the payment of the proceeds from the sale of shares of our common stock effected at a U.S. office of a broker provided that either (i) the payor or broker does not have actual knowledge or reason to know that you are a U.S. person and you have furnished a valid IRS Form W-8 or other documentation upon which the payor or broker may rely to treat the payments as made to a non-U.S. person, or (ii) you otherwise establish an exemption.

Payment of the proceeds from the sale of shares of our common stock effected at a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, a sale effected at a foreign office of a broker could be subject to information reporting in the same manner as a sale within the United States (and in certain cases may be subject to backup withholding as well) if (i) the broker has certain connections to the United States, (ii) the proceeds or confirmation are sent to the United States or (iii) the sale has certain other specified connections with the United States.

*You may generally obtain a refund of any amounts withheld under the backup withholding rules that exceed your income tax liability by timely filing a refund claim with the IRS.*

## CERTAIN ERISA CONSIDERATIONS

A fiduciary of a pension, profit-sharing or other employee benefit plan (each, a "Plan") subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), should consider the fiduciary standards of ERISA in the context of the Plan's particular circumstances before authorizing an investment in our common stock. Among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the Plan, and whether the investment would involve a prohibited transaction under ERISA or the Code.

Section 406 of ERISA and Section 4975 of the Code prohibit Plans, as well as individual retirement accounts, Keogh plans or any other plans that are subject to Section 4975 of the Code (also "Plans"), from engaging in certain transactions involving "plan assets" with persons who are "parties in interest" under ERISA or "disqualified persons" under the Code with respect to the Plan. A violation of these prohibited transaction rules may result in excise tax or other liabilities under ERISA or the Code for those persons, unless exemptive relief is available under an applicable statutory, regulatory or administrative exemption. Employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA) ("Non-ERISA Arrangements") are not subject to the requirements of Section 406 of ERISA or Section 4975 of the Code but may be subject to similar provisions under applicable federal, state, local, non-U.S. or other laws ("Similar Laws").

The acquisition of common stock by a Plan or any entity whose underlying assets include "plan assets" by reason of any Plan's investment in the entity (a "Plan Asset Entity") with respect to which we, the underwriters or certain of our affiliates is or becomes a party in interest or disqualified person may result in a prohibited transaction under ERISA or Section 4975 of the Code, unless the common stock is acquired pursuant to an applicable exemption. The U.S. Department of Labor has issued five prohibited transaction class exemptions, or "PTCEs," that may provide exemptive relief if required for direct or indirect prohibited transactions that may arise from the purchase or holding of common stock. These exemptions are PTCE 84-14 (for certain transactions determined by independent qualified professional asset managers), PTCE 90-1 (for certain transactions involving insurance company pooled separate accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 95-60 (for transactions involving certain insurance company general accounts), and PTCE 96-23 (for transactions managed by in-house asset managers). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide an exemption for the purchase and sale of securities offered hereby, provided that neither the issuer of securities offered hereby nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Plan involved in the transaction, and provided further that the Plan pays no more and receives no less than "adequate consideration" in connection with the transaction (the "service provider exemption"). There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Any purchaser of our common stock or any interest therein will be deemed to have represented, by its purchase of such common stock offered hereby, that it either (i) is not a Plan, a Plan Asset Entity or a Non-ERISA Arrangement and is not purchasing the shares of common stock on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement or (ii) the purchase of the common stock will not constitute a non-exempt prohibited transaction under ERISA or the Code or a similar violation under any applicable Similar Laws.

Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is important that fiduciaries or other persons considering purchasing shares of our common stock on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement consult with their counsel regarding the availability of exemptive relief under any of the PTCEs listed above, the service provider exemption or the potential consequences of any purchase or holding under Similar Laws, as

applicable. Purchasers of common stock have exclusive responsibility for ensuring that their purchase and holding of common stock do not violate the fiduciary or prohibited transaction rules of ERISA or the Code or any similar provisions of Similar Laws. The sale of any shares of common stock to a Plan, Plan Asset Entity or Non-ERISA Arrangement is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by any such Plans, Plan Asset Entities or Non-ERISA Arrangements generally or any particular Plan, Plan Asset Entity or Non-ERISA Arrangement or that such investment is appropriate for such Plans, Plan Asset Entities or Non-ERISA Arrangements generally or any particular Plan, Plan Asset Entity or Non-ERISA Arrangement.

## UNDERWRITING

Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC are acting as the underwriters. Subject to the terms and conditions set forth in an underwriting agreement among us and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed to purchase from us, severally and not jointly, the number of shares of common stock set forth opposite its name below, at a price of $70.41 per share, which will result in $176,025,000 of proceeds to us before expenses.

| Underwriters | Number of Shares |
|---|---|
| Morgan Stanley & Co. LLC | 1,250,000 |
| Merrill Lynch, Pierce, Fenner & Smith Incorporated | 625,000 |
| J. P. Morgan Securities LLC | 625,000 |
| Total | 2,500,000 |

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

The underwriters may receive from purchasers of the shares nominal brokerage commissions in amounts agreed with the purchasers. The underwriters propose to offer the shares of common stock for sale from time to time in one or more transactions on the New York Stock Exchange, in the over-the-counter market, through negotiated transactions or otherwise at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. The underwriters may effect such transactions by selling the shares of common stock to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or purchasers of shares of common stock for whom they act as agents or to whom they sell as principals. The difference between the price at which the underwriters purchase shares of common stock and the price at which the underwriters resell such shares common stock may be deemed underwriting compensation.

We have agreed to indemnify the underwriters against certain liabilities or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The expenses of the offering, not including the underwriting discount, are estimated at $300,000 and are payable by us.

### Option to Purchase Additional Shares

We have granted an option to the underwriters, exercisable for 30 days after the date of this offering circular, to purchase up to 375,000 additional shares at the price per share set forth on the cover of this offering circular. If the underwriters exercise this option, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares proportionate to that underwriter's initial amount reflected in the above table.

**No Sales of Similar Securities**

We and our executive officers and non-independent directors have agreed not to sell, transfer or otherwise dispose of or hedge any common stock or securities convertible into, exchangeable for or exercisable for common stock, for a period of 90 days, in our case, and 30 days, in the case of our executive officers and non-independent directors, from the date of this offering circular without first obtaining the written consent of the underwriters. Specifically, we and these other persons have agreed, with certain limited exceptions, not to directly or indirectly:

- Offer, pledge, sell or contract to sell any common stock,
- Sell any option or contract to purchase any common stock,
- Purchase any option or contract to sell any common stock,
- Grant any option, right or warrant for the sale of any common stock,
- Otherwise dispose of or transfer any common stock,
- Request or demand that we file a registration statement related to the common stock, or
- Enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

This lock-up provision applies to common stock and to securities convertible into, exchangeable for or exercisable for shares of common stock. It also applies to common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition.

**Electronic Offer, Sale and Distribution of Shares**

In connection with the offering, certain of the underwriters and securities dealers may distribute offering circulars by electronic means, such as e-mail. In addition, certain of the underwriters may facilitate Internet distribution for this offering to certain of their Internet subscription customers or may allocate a limited number of shares for sale to their online brokerage customers. An electronic offering circular is available on the Internet web site maintained by such underwriters. Other than the offering circular in electronic format, the information on any such web site is not part of this offering circular.

**Other Relationships**

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve our securities or instruments or those of our affiliates. The underwriters and their affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Further, in the ordinary course of business, certain of the underwriters in this offering may purchase mortgages, including mortgages originated by the Bank. Under certain circumstances disputes could arise based

on the representations and warranties made in, and the terms and conditions of, these transactions, and whether any repurchases from the foregoing disputes are required. There are currently no such disputes or requests outstanding for repurchase.

**Notice to Prospective Investors in the European Economic Area**

In relation to each Member State of the European Economic Area (the "EEA") that has implemented the Prospectus Directive (each, a "Relevant Member State"), an offer to the public of any of our shares of common stock that is the subject of the offering contemplated in this offering circular (the "Shares") may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any of the Shares may be made at any time under the following exemptions under the Prospectus Directive:

(a) to any legal entity which is a qualified investor, as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors, as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant underwriter or underwriters nominated by us for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided* that no such offer of the Shares shall result in a requirement for us or the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision and the buyer's representation below, the expression an "offer of the Shares to the public" in relation to the Shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any of the Shares will be deemed to have represented, warranted and agreed to and with the underwriters and the Bank that:

(a) it is a qualified investor within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and

(b) in the case of any Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the Shares acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than qualified investors, as defined in the Prospectus Directive, or in circumstances in which the prior consent of the underwriters has been given to the offer or resale or (ii) where the Shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those Shares to it is not treated under the Prospectus Directive as having been made to such persons.

The Bank, its representatives and affiliates will rely upon the truth and accuracy of the foregoing representation, acknowledgement and agreement.

**Notice to Prospective Investors in the United Kingdom**

Any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the "FSMA")), in connection with the sale of the Shares, has only been, and will only be, communicated or caused to be communicated in circumstances in which Section 21(1) of the FSMA does not apply to us.

Anything done in relation to the Shares in, from or otherwise involving the United Kingdom, has been, and may only be done, in compliance with all applicable provisions of the FSMA.

**Notice to Prospective Investors in Switzerland**

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This offering circular has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this offering circular nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this offering circular nor any other offering or marketing material relating to the offering, the Bank or the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this offering circular will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

**Notice to Prospective Investors in the Dubai International Financial Centre**

This offering circular relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering circular is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this offering circular nor taken steps to verify the information set forth herein and has no responsibility for the offering circular. The shares to which this offering circular relates may be illiquid or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this offering circular, you should consult an authorized financial advisor.

**Notice to Prospective Investors in Hong Kong**

The shares may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

**Notice to Prospective Investors in Singapore**

This offering circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

**Notice to Prospective Investors in Japan**

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

**Notice to Prospective Investors in Canada**

The shares may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 "Prospectus Exemptions" or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 "Registration Requirements, Exemptions and Ongoing Registrant Obligations." Any resale of the shares must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement and the accompanying prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), the underwriter is not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## VALIDITY OF COMMON STOCK

The validity of the common stock sold in this offering will be passed upon for us by Sullivan & Cromwell LLP, New York, New York, and for the underwriters by Sidley Austin LLP, New York, New York. From time to time, Sullivan & Cromwell LLP and Sidley Austin LLP provide legal services to us and our subsidiaries.

## INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Our consolidated balance sheets as of December 31, 2015 and 2014 and the consolidated statements of income and comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, incorporated in this offering circular by reference to our Annual Report on Form 10-K for the year ended December 31, 2015 have been so incorporated in reliance on the report of KPMG LLP, an independent registered public accounting firm.

# 2,500,000 Shares

FIRST REPUBLIC BANK

It's a privilege to serve you®

# Common Stock

**OFFERING CIRCULAR**

**Morgan Stanley**

**BofA Merrill Lynch**

**J.P. Morgan**

**May 31, 2016**