

**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): September 13, 2017

**FIRST REPUBLIC BANK**

(Exact name of registrant as specified in its charter)

**California**  
(State or other jurisdiction  
of incorporation)

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 8.01 Other Events.**

First Republic Bank (the “Bank”) and Katherine August-deWilde, Senior Advisor to the Bank and Vice Chair of the Board of Directors (the “Board”) of the Bank, have agreed to amend Ms. deWilde’s consulting agreement with the Bank (the “Amendment”). Pursuant to the Amendment, the term of Ms. de-Wilde’s consulting agreement will be extended for two years, through December 31, 2019, and the Bank will pay Ms. deWilde an annual fee of \$115,000 during the extended term (from January 1, 2018 to December 31, 2019). Under the consulting agreement, Ms. deWilde, as Senior Advisor to the Bank, consults with and assists management of the Bank with respect to strategic relationships with major clients and strategic initiatives.

The Amendment was effective September 13, 2017 and was approved by the Corporate Governance & Nominating Committee of the Board and ratified by the Board.

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

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

Exhibit 10.1      Amendment No. 2, effective September 13, 2017, to the Consulting Agreement, effective January 1, 2016, as amended, between Katherine August-deWilde and the Bank

## SIGNATURES

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

Date: September 15, 2017

First Republic Bank

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

## EXHIBIT INDEX

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
Exhibit 10.1	Amendment No. 2, effective September 13, 2017, to the Consulting Agreement, effective January 1, 2016, as amended, between Katherine August-deWilde and the Bank

Ms. Katherine August-deWilde

September 13, 2017

Re: Consulting Agreement Amendment No. 2

Dear Katherine:

This Amendment No. 2 (the "Amendment") amends the Consulting Agreement between you and First Republic Bank (the "Bank"), effective January 1, 2016, as amended pursuant to Amendment No. 1 thereto, effective February 25, 2014 (as amended, the "Consulting Agreement"). This Amendment, as approved by the Corporate Governance & Nominating Committee of the Board of Directors of Bank and ratified by the Board of Directors of the Bank, shall be effective September 13, 2017. Capitalized terms shall have the meanings specified in the Consulting Agreement unless otherwise provided herein.

The expiration of the Term of the Consulting Agreement (as defined therein) is extended for two years from December 31, 2017 to December 31, 2019. In addition, in consideration for such services, Bank will pay an annual fee of \$115,000 during the extended term from January 1, 2018 to December 31, 2019.

\* \* \*

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

Except as amended hereby, all other terms and conditions of the Consulting Agreement shall remain in full force and effect from and after the date of this Amendment. This Amendment and the Consulting Agreement, including the agreements referenced therein, constitute the complete and entire agreement among the parties relating to the subject matter thereof, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly set forth therein. Neither this Amendment nor the Consulting Agreement may be modified in any respect except by a writing, dated and signed by the parties hereto.

Very truly yours,

First Republic Bank

/s/ James H. Herbert, II

By: James H. Herbert, II  
Title: Chairman and Chief Executive Officer

Accepted and agreed:

/s/ Katherine August-deWilde  
Katherine August-deWilde

Date: September 13, 2017