

CT CORP
(850) 656- 4724
3458 lakesore Drive
Tallahassee, FL 32312

Date: 01/19/2024

Acc#I20160000072

en: c DW

Name:	Pacific Western Bank
Document #:	
Order #:	15291006

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Email Address for Annual Report Notifications:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **43.75**

Thank you!

COVER LETTER

TO: Amendment Section Division of Corporations

SUBJECT: PACIFIC WESTERN BANK CORPORATION

Name of Corporation

DOCUMENT NUMBER: F1400002843

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jessica Vasquez

Name of Contact Person

Bank of California

Firm/Company

3 MacArthur Place

Address

Santa Ana, CA 92707

City/State and Zip Code

Legal@bancofcal.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jessica Vasquez

at (949) 381-2975

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

\$35 Filing Fee

\$43.75 Filing Fee &
Certificate of Status

\$43.75 Filing Fee &
Certified Copy

\$52.50 Filing Fee,
Certificate of Status &
Certified Copy

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F14000002843

(Document number of corporation (if known))

1. PACIFIC WESTERN BANK CORPORATION

(Name of corporation as it appears on the records of the Department of State)

2. CALIFORNIA

(Incorporated under laws of)

3. JULY 1, 2014

(Date authorized to do business in Florida)

FILED
2024 JAN 19 AM 10:30

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? NOVEMBER 30, 2023

5. BANC OF CALIFORNIA, CORPORATION

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

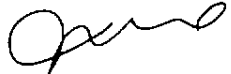
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
CEO	Jared Wolff	11611 San Vicente Blvd., Ste 500	<input checked="" type="checkbox"/> Add
		Los Angeles, CA 90049	<input type="checkbox"/> Remove
CFO	Joseph Kauder	11611 San Vicente Blvd., Ste 500	<input checked="" type="checkbox"/> Add
		Los Angeles, CA 90049	<input type="checkbox"/> Remove
GC	Ido Dotan	11611 San Vicente Blvd., Ste 500	<input checked="" type="checkbox"/> Add
		Los Angeles, CA 90049	<input type="checkbox"/> Remove
Director	Conan Barker	11611 San Vicente Blvd., Ste 500	<input checked="" type="checkbox"/> Add
		Los Angeles, CA 90049	<input type="checkbox"/> Remove
Director	Paul R. Burke	11611 San Vicente Blvd., Ste 500	<input checked="" type="checkbox"/> Add
		Los Angeles, CA 90049	<input type="checkbox"/> Remove

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Jessica Vasquez, Assistant Corporate Secretary

(Typed or printed name of person signing)

(Title of person signing)

FILING FEE \$35.00



California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: BANC OF CALIFORNIA
Formed In: CALIFORNIA
Entity No.: 2926405
Entity Type: Stock Corporation - CA - General

Issuance Date: 12/19/2023
Copies Requested: 1
Receipt No.: 005774953
Certificate No.: 167056120

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B2201-6949	11/30/2023	Merger - Qualified Survivor (single type)	11

** **** * ***** End of list ***** * ** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on December 19, 2023.

SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

APPROVED
November 8, 2023
CLOTHILDE V. HEWLETT
Commissioner
Department of Financial Protection and Innovation



For Office Use Only
-FILED-
File No.: BA20231812168
Date Filed: 11/30/2023

By

Pamela F. Hernandez
Senior Counsel

Execution Version

**AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
PACIFIC WESTERN BANK
AND
BANC OF CALIFORNIA, NATIONAL ASSOCIATION**

This Amended and Restated Agreement and Plan of Merger (this "Agreement"), dated as of November 7, 2023, is made by and between Pacific Western Bank, a California state-chartered non-member bank that will become a member of the Federal Reserve System ("Pacific Western Bank") (Entity No. 2926405), and Banc of California, National Association, a national banking association ("Banc of California") (Entity No. 4810536) and amends and restates in its entirety the Agreement and Plan of Merger (the "Original Agreement"), dated as of August 14, 2023, by and between Pacific Western Bank and Banc of California. Each of Pacific Western Bank and Banc of California may be referred to individually as a "Party," or together as the "Parties."

WITNESSETH:

WHEREAS, the parties to the Original Agreement desire to amend and restate the Original Agreement in its entirety on the terms and subject to the conditions set forth herein;

WHEREAS, Pacific Western Bank is a California state-chartered non-member bank that will become a member of the Federal Reserve System, all the issued and outstanding capital stock of which is owned as of the date hereof directly by PacWest Bancorp, a Delaware corporation ("PACW");

WHEREAS, Banc of California is a national banking association, all the issued and outstanding capital stock of which is owned as of the date hereof by Banc of California, Inc., a Maryland corporation ("BANC");

WHEREAS, PACW and BANC have entered into an Agreement and Plan of Merger, dated as of July 25, 2023, by and among PACW, BANC and Cal Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of BANC ("Merger Sub") (as amended and/or supplemented from time to time, the "Merger Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Merger Agreement, (a) Merger Sub will merge with and into PACW (the "Merger"), with PACW continuing as the surviving entity in the Merger and (b) immediately following the Merger, PACW will merge with and into BANC

Certificate Verification No.: 167056120 Date: 12/19/2023

B2201-6949 11/30/2023 7:58 AM Received by California Secretary of State

(the "Second Step Merger," and together with the Merger, the "Mergers"), with BANC continuing as the surviving corporation in the Second Step Merger;

WHEREAS, contingent upon the consummation of the Mergers, on the terms and subject to the conditions contained in this Agreement, the Parties intend with the approval of the California Department of Financial Protection and Innovation (the "CA DFPI") and the Board of Governors of the Federal Reserve System (the "Federal Reserve") to effect the merger of Banc of California with and into Pacific Western Bank (the "Bank Merger"), with Pacific Western Bank continuing as the resulting institution (the "Surviving Bank") in accordance with Article I, Chapter 4 of Division 1.6 and the other applicable provisions of California Financial Code (the "CFC"), the Bank Merger Act (the "BMA"), California General Corporation Law (the "CGCL"), and the National Bank Act (the "NBA");

WHEREAS, the Parties' respective boards of directors have each approved this Agreement and the Bank Merger unanimously;

WHEREAS, BANC, as the sole stockholder of Banc of California, has waived any newspaper publication requirement under the NBA and has approved, ratified and confirmed this Agreement, the Bank Merger and the principal terms thereof; and

WHEREAS, PACW, as the sole stockholder of Pacific Western Bank, has waived any newspaper publication requirement under the NBA and has approved, ratified and confirmed this Agreement, the Bank Merger and the principal terms thereof.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Parties do hereby agree as follows:

ARTICLE I

BANK MERGER

Section 1.01 The Merger. On the terms and subject to the conditions set forth in this Agreement and those set forth in the Merger Agreement, at the Effective Time (as defined below), in accordance with the applicable provisions of the CFC, BMA, CGCL and NBA, (a) the Bank Merger shall occur, (b) the separate corporate existence of Banc of California shall cease, and (c) Pacific Western Bank, as the Surviving Bank, shall continue its existence under the laws of the State of California. The effect of the Bank Merger shall be as prescribed by applicable law. All assets of Banc of California as they exist at the Effective Time shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of each of the Parties existing as of the Effective Time. Following the Effective Time, Article I of the Articles of Incorporation of the Surviving Bank shall be amended to read as follows: "The name of the corporation (hereinafter referred to as the "Corporation") is: **Banc of California**." The home office of the Surviving Bank shall be Los Angeles, California.

Section 1.02 Closing. The closing of the Bank Merger will take place promptly following the effective time of the Second Step Merger or at such other time and date as specified by the Parties (which, if mutually agreed by the Parties, may be the business day

following the date on which the Second Step Merger occurs), but in no case prior to the effective time of the Second Step Merger or the date on which all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the Party entitled to satisfaction thereof, at such place as is agreed by the Parties.

Section 1.03 Effective Time. Prior to the Effective Time, Banc of California and Pacific Western Bank, respectively, shall execute and cause to be filed such certificates of merger and such other documents, instruments and certificates as are necessary to make the Bank Merger effective as soon as reasonably practicable after the effective time of the Second Step Merger. On the terms and subject to the conditions set forth in this Agreement and the Merger Agreement, as soon as reasonably practicable after the consummation of the Mergers, the Parties shall cause the Bank Merger to be consummated by filing a copy of this Agreement, certified by the Secretary of the State of California pursuant to Section 1103 of the CGCL, with the Commissioner of the CA DFPI pursuant to Section 4887 of the CFC. The Bank Merger shall become effective upon the time and date of such filing (the "Effective Time").

Section 1.04 Articles of Incorporation and Bylaws of the Surviving Bank. The articles of incorporation and bylaws of Pacific Western Bank in effect immediately prior to the Effective Time shall be the articles of incorporation and the bylaws of the Surviving Bank, in each case until amended in accordance with applicable law and the terms thereof; provided, however, as necessary, and in accordance with the CFC, the articles of incorporation and bylaws shall be amended at the closing of the Bank Merger to reflect the name of the Surviving Bank as "Banc of California," unless the parties hereto agree otherwise in writing.

Section 1.05 Board of Directors of the Surviving Bank. Effective as of the Effective Time, the board of directors of the Surviving Bank (and the chairmanship thereof) shall be as set forth in Section 6.12(b) of the Merger Agreement.

Section 1.06 Tax Treatment. It is the intention of the Parties that the Bank Merger be treated for U.S. federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement is intended to be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code.

ARTICLE II

CONSIDERATION

Section 2.01 Effect on Banc of California Capital Stock. By virtue of the Bank Merger and without any action on the part of the holder of any capital stock of Banc of California, at the Effective Time, all shares of Banc of California capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

Section 2.02 Effect on Pacific Western Bank Capital Stock. Each share of Pacific Western Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger.

Section 2.03 Dissenters' Rights. The sole shareholder of Pacific Western Bank will not be entitled to dissenters' rights pursuant to Sections 1300 of the CGCL, the CFC, the NBA, or the BMA, and accordingly, no shares of the Surviving Bank will be disposed of as the result of dissenting shareholders.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 The Bank Merger and the respective obligations of each Party to consummate the Bank Merger are subject to the satisfaction or, to the extent permitted by applicable law, written waiver of each of the following conditions prior to the Effective Time:

(a) This Agreement shall have been ratified and approved by the written consent of the sole shareholder of each of Pacific Western Bank and Banc of California, in lieu of a meeting of stockholders.

(b) The Mergers shall have been consummated in accordance with the terms of the Merger Agreement and Pacific Western Bank shall have become a member bank of the Federal Reserve.

(c) No order, injunction or decree issued by any court or governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger shall be in effect and no law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any governmental entity which prohibits or makes illegal consummation of the Bank Merger.

ARTICLE IV

TERMINATION AND AMENDMENT

Section 4.01 Termination. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the Parties. This Agreement will terminate automatically prior to the Effective Time upon the termination of the Merger Agreement without any further action of the Parties hereto. In the event of any termination of this Agreement as provided in this Section 4.01, this Agreement shall forthwith become void and have no effect.

Section 4.02 Amendment. This Agreement may not be amended, except by an instrument in writing executed and delivered by both Parties.

ARTICLE V

GENERAL PROVISIONS

Section 5.01 Representations and Warranties. Each of the Parties represents and warrants that this Agreement has been duly authorized, executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party) constitutes a valid and

binding obligation of such Party, enforceable against it in accordance with the terms hereof (except in all cases as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability affecting the rights of creditors generally and the availability of equitable remedies).

Section 5.02 Covenants. During the period from the date of the Agreement and continuing until the Effective Time, subject to the provisions of the Merger Agreement, each of the Parties agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

Section 5.03 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

Section 5.04 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by email transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to Banc of California, to:

Banc of California, National Association
3 MacArthur Place
Santa Ana, California 92707
Attention: Chief Executive Officer
With a copy to: General Counsel
Email: jared.wolff@bancofcal.com;
With a copy to: ido.dotan@bancofcal.com

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Sven Mickisch; Matthew Nemeroff
Email Address: sven.mickisch@skadden.com;
matthew.nemeroff@skadden.com

and

- (b) if to Pacific Western Bank, to:

Pacific Western Bank
5050 S. Syracuse Street, Suite 1000
Denver, CO 80237
Attention: Angela M.W. Kelley

Email: akelley@pacwest.com

With a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
United States
Attention: H. Rodgin Cohen; Mark Menting
Email: cohenhr@sullcrom.com; mentingm@sullcrom.com

and

1888 Century Park East
Los Angeles, CA 90067-1725
United States
Attention: Patrick Brown
Email: brownp@sullcrom.com

Section 5.05 Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.06 Counterparts. This Agreement may be executed in counterparts, both of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

Section 5.07 Entire Agreement. This Agreement and the Merger Agreement constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 5.08 Governing Law. Other than the provisions of the BMA and the NBA that are expressly applicable to the Bank Merger, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles that would apply the laws of a different jurisdiction.


Section 5.09 Assignment. Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the Parties and any attempted assignment in contravention of this Section 5.09 shall be null and void.

[Signature page follows]

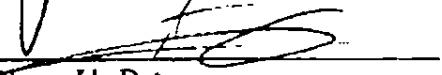
B2201-6956 11/30/2023 7:58 AM Received by California Secretary of State

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

BANC OF CALIFORNIA, NATIONAL ASSOCIATION

By: 


Name: Joseph Kauder
Title: Executive Vice President

By: 

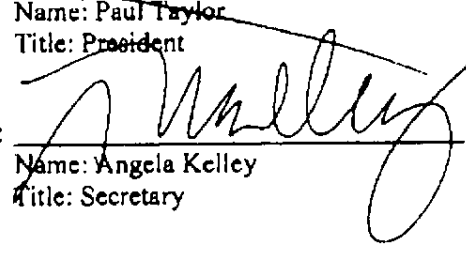
Name: Ido Dotan
Title: Secretary

Certificate Verification No.: 167056120 Date: 12/19/2023

PACIFIC WESTERN BANK

By: 

Name: Paul Taylor
Title: President

By: 

Name: Angela Kelley
Title: Secretary

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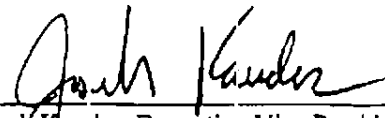
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Joseph Kauder and Ido Dotan certify that:

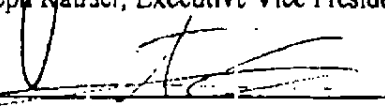
1. They are the Executive Vice President and Secretary, respectively, of Banc of California, National Association (the "Bank"), a national bank, with California Entity Number 4810536.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole stockholder of the Bank by a vote that equaled or exceeded the vote required.
3. The stockholder approval was by the holder of 100% of the outstanding shares of the Bank.
4. There is only one class of shares outstanding and the number of shares outstanding entitled to vote on the merger is 5,290,000 common shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: November 7, 2023



Joseph Kauder, Executive Vice President



Ido Dotan, Secretary

Certificate Verification No.: 167056120 Date: 12/19/2023

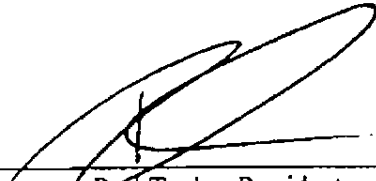
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Paul Taylor and Angela Kelley certify that:

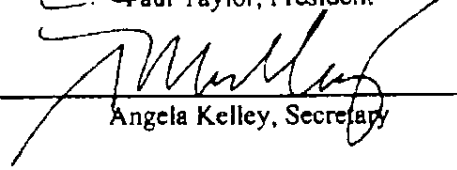
1. They are the President and Secretary, respectively, of Pacific Western Bank (the "Bank"), a state-chartered bank, with California Entity Number 2926405.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the sole stockholder of the Bank by a vote that equaled or exceeded the vote required.
3. The stockholder approval was by the holder of 100% of the outstanding shares of the Bank.
4. There is only one class of shares outstanding and the number of shares outstanding entitled to vote on the merger is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: November 7, 2023



Paul Taylor, President



Angela Kelley, Secretary