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(Requestor's Name)

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(City/State/Zip/Phone #)

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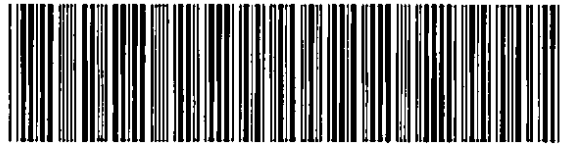
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/15/21 --01004-- 006 **157.50

Effective:
12/18/21

TALLAHASSEE, FLORIDA

2021 DEC 15 AM 11:14

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12/16/21

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2021 DEC 15 PM 4:18

FILED



Commissioner Russell C. Weigel, III

December 15, 2021

VIA INTEROFFICE MAIL

Diane Cushing
Administrator
Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314-6327

Dear Diane Cushing:

Please file the enclosed "Articles of Merger" for the following described transaction:

- File Articles of Merger of TGR Financial, Inc. with and into First Foundation Inc., **effective 11:59pm Eastern Time on December 17, 2021;**
- File Articles of Merger of First Florida Integrity Bank with and into First Foundation Bank, **effective 12:00am Eastern Time on December 18, 2021**

Enclosed is a check payable to the Florida Division of Corporations representing payment for the filing fee of the Articles of Merger and two certified copies.

Check Nos.	Amount
# 24760	\$157.50

The distribution of the certified copies should be as follows:

(1) One copy to: Mr. John P. Greeley
Smith Mackinnon, PA
301 East Pine Street, Suite 750
Orlando, Florida 32801

If you have any questions, please do not hesitate to contact Mr. John P. Greeley at jpg2300@aol.com or (407) 843-7300.

Sincerely,

Jason M. Guevara
Financial Administrator
Division of Financial Institutions

SMITH MACKINNON, PA
ATTORNEYS AT LAW

JOHN P. GREELEY

301 EAST PINE STREET
SUITE 750
ORLANDO, FLORIDA 32801

TELEPHONE: (407) 843-7300
FACSIMILE: (407) 843-2448
EMAIL: jpg7300@aol.com

December 13, 2021

Via Federal Express

Florida Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: TGR Financial, Inc.
Naples, Florida

Dear Madam/Sir:

Enclosed are two copies of (i) Articles of Merger between TGR Financial, Inc. and First Foundation, Inc. and (ii) Articles of Merger between First Florida Integrity Bank and First Foundation Bank, accompanied by our firm check in the amount of \$157.50 payable to the Florida Department of State (which includes the filing fees and receipt of a certified copy of each filing). If you have any questions regarding the attached, please let us know at your very earliest convenience. Thank you for your assistance.

Very truly yours,


John P. Greeley

JPG:br

Enclosures

Copy to: Gary L. Tice
Chief Executive Officer
TGR Financial, Inc.

**ARTICLES OF MERGER OF
FIRST FLORIDA INTEGRITY BANK
WITH AND INTO
FIRST FOUNDATION BANK**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Financial Institutions Codes and the Florida Business Corporation Act (collectively, the "Act") and the California Financial Code, First Florida Integrity Bank and First Foundation Bank do hereby adopt the following Articles of Merger for the purpose of merging First Florida Integrity Bank with and into First Foundation Bank:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are First Florida Integrity Bank, a Florida banking corporation, and First Foundation Bank, a California banking corporation. The surviving corporation in the Merger is First Foundation Bank, which shall continue to conduct its business following effectiveness of the Merger under the name "First Foundation Bank."

SECOND: The Plan of Merger is set forth in the Agreement of Merger dated as of December 1, 2021, by and between First Foundation Bank and First Florida Integrity Bank (the "Plan of Merger"). A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 12:00 a.m., Eastern Time, on December 18, 2021.


FOURTH: The Plan of Merger was duly adopted and approved by the sole shareholder of First Florida Integrity Bank on June 2, 2021. There were no dissenting shareholders of First Florida Integrity Bank. The Plan of Merger was duly adopted and approved by the sole shareholder of First Foundation Bank on June 2, 2021.

FIFTH: The Plan of Merger was duly adopted and approved by First Florida Integrity Bank in accordance with the applicable provisions of the Act. The Plan of Merger was duly adopted and approved by First Foundation Bank in accordance with the applicable laws of the State of California and the participation of First Foundation Bank was duly authorized in accordance with the applicable laws of the State of California.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of December 15, 2021.

FIRST FLORIDA INTEGRITY BANK

By: 
Gary L. Tice
Chairman of the Board

FIRST FOUNDATION BANK

By: _____
Scott F. Kavanaugh
Chairman of the Board

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of December 15, 2021.

FIRST FLORIDA INTEGRITY BANK

By: _____
Gary L. Tice
Chairman of the Board

FIRST FOUNDATION BANK

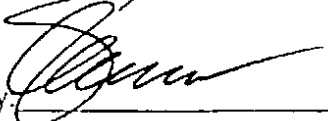
By:  _____
Scott F. Kavanaugh
Chairman of the Board

EXHIBIT A
PLAN OF MERGER

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of December 1, 2021 ("Merger Agreement"), by and between First Florida Integrity Bank, a Florida state-chartered bank ("First Florida Integrity Bank"), and First Foundation Bank, a California state-chartered bank with California Entity Number C3468482 ("First Foundation Bank").

WHEREAS, First Florida Integrity Bank is a Florida state-chartered bank and a wholly-owned subsidiary of TGR Financial, Inc., a Florida corporation (the "TGR Financial"), which has its principal place of business in Naples, Florida;

WHEREAS, First Foundation Bank is a California state-chartered bank and a wholly-owned subsidiary of First Foundation Inc., a Delaware corporation ("First Foundation"), which has its principal place of business in Irvine, California;

WHEREAS, First Foundation and TGR Financial have entered into an Agreement and Plan of Merger and Reorganization, dated as of June 2, 2021 (the "Plan of Merger"), pursuant to which TGR Financial will merge with and into First Foundation, with First Foundation as the surviving corporation (the "Parent Merger"); and

WHEREAS, the Boards of Directors of First Florida Integrity Bank and First Foundation Bank have approved and deemed it advisable to consummate the merger provided for herein in which First Florida Integrity Bank would merge with and into First Foundation Bank on the terms and conditions herein provided immediately following the effective time of the Parent Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Merger. Subject to the terms and conditions of this Merger Agreement, at the Effective Time, First Florida Integrity Bank shall merge with and into First Foundation Bank (the "Merger") under the laws of the State of California. First Foundation Bank shall be the surviving corporation in the Merger (the "Surviving Bank") and the separate existence of First Florida Integrity Bank shall cease.
2. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of First Foundation Bank in effect immediately prior to the Effective Time shall be the governing documents of the Surviving Bank, until altered, amended or repealed in accordance with their terms and applicable law.
3. Name; Offices. The name of the Surviving Bank shall be "First Foundation Bank." The main office of the Surviving Bank shall be the main office of First Foundation Bank immediately prior to the Effective Time. All branch offices of First Florida Integrity Bank and First Foundation Bank which were in lawful operation immediately prior to the Effective Time shall continue to be the branch offices of the Surviving Bank upon consummation of the Merger, subject to the opening or closing of any offices which may be authorized by First Florida

Integrity Bank and First Foundation Bank and applicable regulatory authorities after the date hereof.

4. Directors and Executive Officers. The directors and executive officers of the Surviving Bank immediately after the Merger shall be the directors and executive officers of First Foundation Bank immediately prior to the Merger.

5. Effectiveness of Merger. The Merger shall become effective on the date and at the time that this Merger Agreement, as certified by the California Secretary of State, is filed with the California Department of Financial Protection and Innovation—Division of Financial Institutions, or as set forth in such filing as provided in Section 4887(b) of the California Financial Code (the “Effective Time”).

6. Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the California General Corporation Law and the California Financial Code. Without limiting the generality of the foregoing and subject thereto, at the Effective Time:

(a) all rights, franchises and interests of First Florida Integrity Bank in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed or other transfer, and the Surviving Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by First Florida Integrity Bank immediately prior to the Effective Time; and

(b) the Surviving Bank shall be liable for all liabilities of First Florida Integrity Bank, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of First Florida Integrity Bank shall be preserved unimpaired; after the Effective Time, the Surviving Bank will continue to issue savings accounts on the same basis as immediately prior to the Effective Time.

7. Effect on Shares of Stock.

(a) First Florida Integrity Bank. As of the Effective Time, each share of First Florida Integrity Bank common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without consideration. Any shares of First Florida Integrity Bank common stock held in the treasury of First Florida Integrity Bank prior to the Effective Time shall be retired and cancelled.

(b) First Foundation Bank. Each share of First Foundation Bank common stock issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding.

8. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

9. Governing Law. This Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of California.

10. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of First Foundation Bank and First Florida Integrity Bank at any time prior to the Effective Time.

11. Waiver. Any of the terms or conditions of this Merger Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

12. Assignment. This Merger Agreement may not be assigned by any party hereto without the prior written consent of the other party.

13. Termination. This Merger Agreement shall terminate upon the termination of the Plan of Merger prior to the Effective Time in accordance with its terms. This Merger Agreement may also be terminated at any time prior to the Effective Time by an instrument executed by First Florida Integrity Bank and First Foundation Bank.

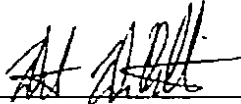
14. Condition Precedent. The Merger and the obligations of the parties under this Merger Agreement shall be subject to the consummation of the Parent Merger pursuant to the Plan of Merger on or before the Effective Time.


15. Entire Agreement. Except as otherwise set forth in this Merger Agreement and the Plan of Merger, the Plan of Merger and this Merger Agreement (including the documents and the instruments referred to herein) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. To the extent of a conflict between the terms of the Agreement and the terms of this Merger Agreement, the terms of the Plan of Merger shall control.

[Signature page follows]

IN WITNESS WHEREOF, each of First Foundation Bank and First Florida Integrity Bank has caused this Merger Agreement to be executed on its behalf by its duly authorized officers.

FIRST FOUNDATION BANK

By: 
Name: David DePillo
Title: President

By: 
Name: C. Kelly Rentzel
Title: Secretary

FIRST FLORIDA INTEGRITY BANK

By: _____
Name: Garrett Richter
Title: President and Chief Executive Officer

By: _____
Name: Robert T. Reichert
Title: Secretary

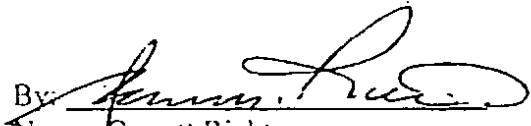
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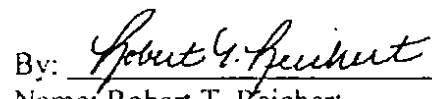
FIRST FOUNDATION BANK

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