

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM181374

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	11/07/2023
<b>RESUBMIT DOCUMENT ID:</b>	900834108

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		11/07/2023	Chartered Bank: CALIFORNIA
Banc of California, National Association		11/07/2023	National Banking Association: UNITED STATES
PacWest Bancorp		11/07/2023	Corporation: DELAWARE
Banc of California, Inc.		11/07/2023	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Company Name:</b>	Banc of California
<b>Street Address:</b>	11611 San Vicente Blvd, Ste 500
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90049
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
<b>Registration Number:</b>	2819504	BFI BUSINESS FINANCE
<b>Registration Number:</b>	2819505	BFI
<b>Registration Number:</b>	2822940	FUNDING BUSINESS SUCCESS
<b>Registration Number:</b>	3198443	SQUARE 1 BANK
<b>Registration Number:</b>	3255110	1
<b>Registration Number:</b>	3261385	SMART STREET
<b>Registration Number:</b>	3432167	SQUARE ROOTS
<b>Registration Number:</b>	3441606	SQUARE ROOTS
<b>Registration Number:</b>	3556363	PACIFIC WESTERN BANK
<b>Registration Number:</b>	3556364	PACIFIC WESTERN BANK
<b>Registration Number:</b>	4492713	BANC OF CALIFORNIA
<b>Registration Number:</b>	4728280	BANC OF CALIFORNIA
<b>Registration Number:</b>	4728313	BANC OF CALIFORNIA
<b>Registration Number:</b>	4728314	BANC OF CALIFORNIA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5315220	HORIZON ANALYTICS
Registration Number:	5323131	INVESTMENT SERVICES AT BANC OF CALIFORNIA
Registration Number:	5323132	INVESTMENT SERVICES AT BANC OF CALIFORNIA
Registration Number:	5517261	
Registration Number:	5620970	TOGETHER WE WIN
Registration Number:	5665619	BANC OF CALIFORNIA STADIUM
Registration Number:	5767337	ECONNECTPAY
Registration Number:	5775395	WE ARE CALIFORNIA'S BANK
Registration Number:	6022171	BANC OF CALIFORNIA
Registration Number:	6028734	WE ARE CALIFORNIA'S BUSINESS BANC
Registration Number:	6191233	WE ARE CALIFORNIA'S BUSINESS BANK
Registration Number:	7203716	BANC PREMIERPAY
Serial Number:	97329360	PREMIERPAY
Serial Number:	97329320	BANC PREMIERPAY
Serial Number:	98261537	BOFCAL ASSET MANAGEMENT
Serial Number:	98261498	BOFCAL

**CORRESPONDENCE DATA**

Fax Number: 3102037199

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: (310)277-1010

Email: mcohen@irell.com,trademarks@irell.com

Correspondent Name: Mary Cohen

Address Line 1: Irell & Manella LLP

Address Line 2: 1800 Avenue of the Stars, #900

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	163866-0002
NAME OF SUBMITTER:	MARY COHEN
SIGNATURE:	MARY COHEN
DATE SIGNED:	03/08/2024

**Total Attachments: 14**

- source=Pacific Western Bank - Banc of Cal NA - Bank Merger Agreement#page1.tif
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STATE OF CALIFORNIA  
**Department of Financial Protection and Innovation**  
GOVERNOR **Gavin Newsom** · COMMISSIONER **Clothilde V. Hewlett**

IN REPLY REFER TO:  
FILE NO: LIS 4699

December 1, 2023

**VIA EMAIL ONLY**

Collin P. Janus  
Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, D.C. 20005-2111  
[Collin.Janus@skadden.com](mailto:Collin.Janus@skadden.com)

Re: Pacific Western Bank – Merger of Banc of California, N.A.

Dear Mr. Janus:

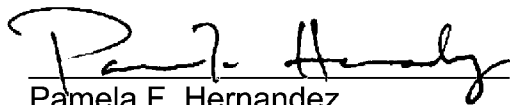
Enclosed is an endorsed filed copy of the Amended and Restated Agreement and Plan of Merger (“Agreement”) for the merger of Banc of California, N.A. (“Disappearing Bank”) with and into Pacific Western Bank (“Surviving Bank”) pursuant to Financial Code section 4880 et seq. (“Merger”). The Agreement was filed by the Commissioner as of 12:01 a.m. Pacific Time, December 1, 2023. At that time, the Merger became effective for all purposes pursuant to Financial Code section 4887, subdivision (b).

Please feel free to contact me at [pamela.hernandez@dfpi.ca.gov](mailto:pamela.hernandez@dfpi.ca.gov) if you have any questions.

Sincerely,

Clothilde V. Hewlett  
Commissioner  
Department of Financial Protection and Innovation

By

  
Pamela F. Hernandez  
Senior Counsel

Enclosure

cc: Catherine Nahnsen-Robison, DFPI, San Diego  
Mohammad Noor, DFPI, Los Angeles  
Federal Reserve Bank, San Francisco



# California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

BANC OF CALIFORNIA  
9701 WILSHIRE BLVD STE 700  
BEVERLY HILLS, CA 90212

## Business Amendment Filing Approved

November 30, 2023

**Entity Name:** BANC OF CALIFORNIA  
**Entity Type:** Stock Corporation - CA - General  
**Entity No.:** 2926405  
**Document Type:** Merger - Qualified Survivor (single type)  
**Document No.:** BA20231812168  
**File Date:** 11/30/2023

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov) and enter the entity name or entity number in the Search module.

### *What's Next?*

The most up to date records may be obtained by searching for the Entity Name or Entity Number in the Search module at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

For further assistance, contact us at (916) 657-5448 or visit [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



Thank you for using [bizfile California](http://bizfileOnline.sos.ca.gov), the California Secretary of State's business portal for online filings, searches, business records, and additional resources.



# 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:** 11/30/2023  
**Copies Requested:** 1  
**Receipt No.:** 005648221  
**Certificate No.:** 162545113

### 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 November 30, 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](http://bizfileOnline.sos.ca.gov).

### FILED EFFECTIVE

December 1, 2023  
12:01 a.m. Pacific Time

CLOTHILDE V. HEWLETT  
Commissioner

Department of Financial Protection and Innovation

By

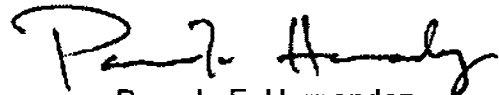
Pamela F. Hernandez  
Senior Counsel

**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.: 162545113 Date: 11/30/2023

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 1, 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 1 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.

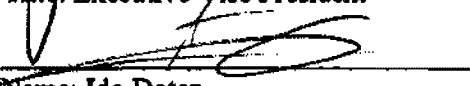
Section 5.09 Assignment. Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the Parties and any attempted assignment in contravention of this Section 5.09 shall be null and void.

*[Signature page follows]*

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**

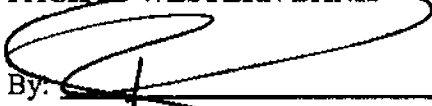
By:   
Name: Joseph Kauder  
Title: Executive Vice President

By:   
Name: Ido Dotan  
Title: Secretary

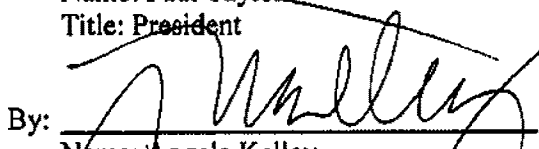
*[Signature Page to the A&R Bank Merger Agreement]*

**TRADEMARK  
REEL: 008360 FRAME: 0986**

PACIFIC WESTERN BANK

By: 

Name: Paul Taylor  
Title: President

By: 

Name: Angela Kelley  
Title: Secretary

[Signature Page to the A&R Bank Merger Agreement]

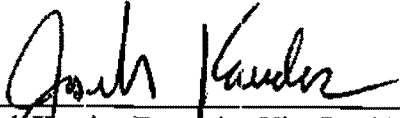
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

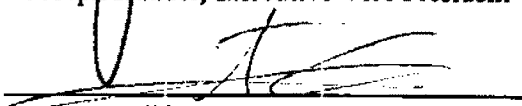
Joseph Kauder and Ido Dotan certify that:

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.: 162545113 Date: 11/30/2023



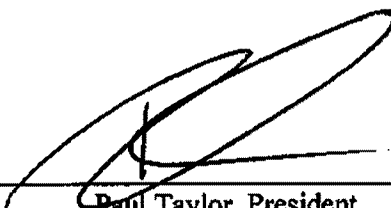
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

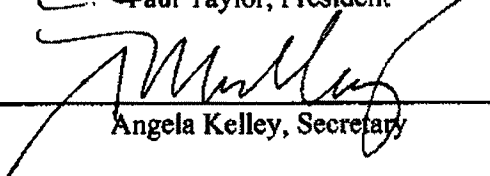
Paul Taylor and Angela Kelley certify that:

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