

## Section 1: 8-K (8-K)

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

### 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): August 29, 2019

## FIRST FINANCIAL BANCORP.

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction of  
incorporation or organization)

001-34762

(Commission File Number)

31-1042001

(I.R.S. employer  
identification number)

255 East Fifth Street, Suite 800

Cincinnati, Ohio

45202

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (877) 322-9530

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 (see General Instruction A.2. below):

- 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))

Title of each class

Trading symbol

Name of exchange on which registered

Common stock, No par value

FFBC

The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in 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. □

## Item 8.01 Other Events

As previously reported in a Current Report on Form 8-K filed by First Financial Bancorp. (the "Company") on June 19, 2019 (the "June Form 8-K"), the Company, on June 18, 2019, entered into an Agreement and Plan of Merger (as the same has been amended from time to time, the "Merger Agreement"), by and among the Company, First Financial Bank, an Ohio bank and a wholly-owned subsidiary of the Company (the "Bank"), Wallace Merger Sub LLC, a Delaware limited liability company and wholly-owned subsidiary of the Bank ("Merger Sub"), Bannockburn Global Forex, LLC, a Delaware limited liability company ("BGF"), and Fortis Advisors, LLC, solely in its capacity as representative of the members of BGF (the "Member Representative"). Pursuant to the terms of the Merger Agreement, on August 30, 2019, BGF merged with and into Merger Sub, followed by a subsequent merger of Merger Sub with and into the Bank (the "Merger"). Defined terms used in this Current Report on Form 8-K (this "Form 8-K") but not otherwise defined have the meanings ascribed to them in the Merger Agreement.

As previously reported in a Current Report on Form 8-K filed by the Company on August 6, 2019 (the "August Form 8-K"), on August 6, 2019, the parties agreed to amend the Merger Agreement pursuant to Amendment No. 1 to Agreement and Plan of Merger, dated as of August 6, 2019 ("Amendment 1"). Amendment 1 changed the terms by which BGF could elect to change the merger consideration provided for in the Merger Agreement (the "Merger Consideration").

Pursuant to the terms of the Merger Agreement, as amended, on August 27, 2019, BGF exercised its option to modify the Merger Consideration to consist of an aggregate cash amount of \$53,660,392, less certain transaction expenses, plus 2,601,823 shares of Company common stock.

On August 29, 2019, the parties further amended the Merger Agreement pursuant to Amendment No. 2 to Agreement and Plan of Merger, dated as of August 29, 2019 ("Amendment 2"). Amendment 2 clarified the timing of BGF's delivery of an estimated closing balance sheet to the Company and confirmed the Company's agreement to distribute any net working capital in excess of \$1.00 to the members via the Member Representative. Amendment 2 is filed as Exhibit 2.1 to this Form 8-K.

On September 3, 2019, the Company issued a press release announcing that the Merger closed, effective August 30, 2019. A copy of the press release is filed as Exhibit 99.1 to this Form 8-K.

The foregoing descriptions of the Merger Agreement and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement, a copy of which was filed as an exhibit to the June Form 8-K, to the full text of Amendment 1, a copy of which was filed as an exhibit to the August Form 8-K, and to the full text of Amendment 2, a copy of which is attached hereto as Exhibit 2.1.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
<a href="#"><u>2.1</u></a>	<a href="#"><u>Amendment No. 2 to Agreement and Plan of Merger, dated as of August 29, 2019, by and among First Financial Bancorp., First Financial Bank, Wallace Merger Sub LLC, Bannockburn Global Forex, LLC, and Fortis Advisors, LLC, solely in its capacity as the Member Representative</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release of First Financial Bancorp., dated September 3, 2019</u></a>

## SIGNATURES

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

### FIRST FINANCIAL BANCORP.

By: /s/ Karen B. Woods

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Karen B. Woods  
General Counsel

Date: September 3, 2019

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## Section 2: EX-2.1 (EXHIBIT 2.1)

### EXHIBIT 2.1

#### AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER (this “Amendment”), dated as of August 29, 2019, is by and among First Financial Bancorp., an Ohio corporation (“Buyer”), First Financial Bank, an Ohio bank and a wholly-owned subsidiary of Buyer (the “Bank”), Wallace Merger Sub LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Bank (“Merger Sub”), Bannockburn Global Forex, LLC, a Delaware limited liability company (the “Company”), and Fortis Advisors LLC, a Delaware limited liability company, solely in its capacity as Member Representative of all of the Participating Holders. Buyer, the Bank, Merger Sub, the Company and the Member Representative are sometimes referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, Buyer, the Bank, Merger Sub, the Company and the Member Representative entered into that certain Agreement and Plan of Merger, dated as of June 18, 2019 (the “Merger Agreement”);

WHEREAS, Buyer, the Bank, Merger Sub, the Company and the Member Representative amended the Merger Agreement pursuant to that certain Amendment No. 1 to Agreement and Plan of Merger dated as of August 6, 2019 (“Amendment No. 1”);

WHEREAS, Buyer, the Bank, Merger Sub, the Company and the Member Representative now intend further to amend and clarify the Merger Agreement as set forth herein; and

WHEREAS, the boards of directors or managers (or a duly authorized committee thereof) of each of Buyer, the Bank, Merger Sub and the Company have approved the execution and delivery of this Amendment on behalf of the applicable party hereto.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein that are not otherwise defined have the meanings set forth in the Merger Agreement.

SECTION 2.  Holders of Company Common Units That Are Not Qualified Members. A limited number of Persons who are not Qualified Members hold Company Common Units. The Merger Agreement, in Section 1.10(b), contemplates that such Persons shall receive cash in lieu of the Per Common Unit Merger Consideration for their Company Common Units. Section 6.13(ii) of the Merger Agreement requires the Company,

immediately prior to the Effective Time, to repurchase such Company Common Units for cash. Prior to the Effective Time, as an alternative to a Company repurchase, one (1) or more Qualified Members may acquire from all such Persons who are not Qualified Members all of the Company Common Units such Persons hold, with the purchasing Qualified Members, following such purchases, being entitled to the Per Common Unit Merger Consideration attributable to the purchased Company Common Units. Buyer hereby consents to such purchase transactions..

SECTION 3. Amendments to the Merger Agreement. The Merger Agreement is hereby amended as follows:

3.1 Section 1.11(a) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

1.11 Working Capital Adjustment.

(a) Estimated Closing Balance Sheet. Subject to the occurrence of the Effective Time, no later than the close of business on September 4, 2019, the pre-Effective Time Board of Directors of the Company will cause to be provided to Buyer an estimated unaudited balance sheet

(the "Estimated Closing Balance Sheet") of the Company as of 11:59 p.m. Eastern Time on the Closing Date substantially in the form of the Company Balance Sheet and prepared on a basis consistent with and utilizing the same principles, practices and policies as those used in preparing the Company Balance Sheet and otherwise in accordance with GAAP (except for the absence of footnotes). The Estimated Closing Balance Sheet shall also set forth the amount and a calculation in reasonable detail of the Net Working Capital of the Company, as of 11:59 p.m. Eastern Time on the Closing Date, which shall be calculated in accordance with Schedule 1.11(b) of the Merger Agreement. For the avoidance of doubt, Net Working Capital as of the Closing Date shall include all Company cash and cash equivalents. The Company shall prepare such Estimated Closing Balance Sheet in good faith and in consultation with the Chief Financial Officer of the Buyer or another officer of Buyer as designated by the Chief Financial Officer of the Buyer. Subject to the occurrence of the Effective Time and compliance with the requirements of this Section, Buyer shall distribute to the Member Representative or PNC Bank, National Association or other designee of Member Representative, acting as disbursing agent, by the close of business on September 5, 2019 an amount, in immediately payable funds, equal to any positive difference between the Net Working Capital, as identified on the Estimated Closing Balance Sheet, and the Net Working Capital Target (the "Cash Distribution Amount").

3.2 Section 1.11(b) of the Merger Agreement is hereby amended to delete from line four of such section the words "the day immediately preceding."

3.3 Section 1.11(e) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

(e) Merger Consideration Adjustment. This Section 1.11(e) provides for the payment of any Net Working Capital Adjustment Amount. If the (i) positive difference between (A) the Net Working Capital (as finally determined pursuant to this Section 1.11 and as set forth in the Final Closing Balance Sheet and the Final Closing Statement) and (B) the Net Working Capital Target, exceeds (ii) the Cash Distribution Amount (such excess being the "Net Working Capital Surplus Amount"), the number of Buyer Common Shares constituting the Merger Consideration will be increased by a number of Buyer Common Shares (rounded up to the nearest whole Buyer Common Share) determined by dividing the Net Working Capital Surplus Amount by the Reference Price, with such additional Buyer Common Shares being distributed to the Participating Holders (by the Paying Agent to the Qualified Members and, subject to tax withholding requirements, if any, by the Surviving Entity (or its successor) to the Qualified Phantom Unit Holders) in accordance with their Pro Rata Share of the Merger Consideration. If the Net Working Capital as set forth in the Final Closing Statement is less than the Net Working Capital Target (the "Net Working Capital Deficit Amount"), cash in the amount of the Net Working Capital Deficit Amount shall be released to Buyer from the Escrow Account pursuant to joint instructions to be executed and delivered to the Escrow Agent by Buyer and the Member Representative.

3.4 Section 8.1 of the Merger Agreement is hereby amended to add the following definitions:

"Cash Distribution Amount" is defined in Section 1.11(a).

"Net Working Capital Deficit Amount" is defined in Section 1.11(e).

"Net Working Capital Surplus Amount" is defined in Section 1.11(e).

SECTION 4. Effect on Merger Agreement. Other than as specifically set forth herein, all other terms and provisions of the Merger Agreement, as amended by Amendment No. 1, shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect. All references in the Merger Agreement to "this Agreement" shall be deemed references to the Merger Agreement as amended by Amendment No. 1 and by this Amendment.

SECTION 5. Headings. The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

SECTION 6. Counterparts. This Amendment may be executed in two or more counterparts and by electronic transmission as provided in Section 9.14 of the Merger Agreement, which section is incorporated herein by this reference.

SECTION 7. Governing Law. Section 9.11 of the Merger Agreement regarding governing law shall govern this Amendment and such section is incorporated herein by this reference.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties to this Amendment has executed and delivered this Amendment, or caused this Amendment to be executed and delivered by its duly authorized representative, as of the date first written above.

**FIRST FINANCIAL BANCORP.**

By: /s/ Archie M. Brown, Jr.  
Name: Archie M. Brown, Jr.  
Title: President and Chief Executive Officer

**FIRST FINANCIAL BANK**

By: /s/ Archie M. Brown, Jr.  
Name: Archie M. Brown, Jr.  
Title: President and Chief Executive Officer

**WALLACE MERGER SUB LLC**

By: /s/ Archie M. Brown, Jr.  
Name: Archie M. Brown, Jr.  
Title: President and Chief Executive Officer

**BANNOCKBURN GLOBAL FOREX, LLC**

By: /s/ Mark R. Wendling  
Name: Mark R. Wendling  
Title: Senior Managing Partner

**FORTIS ADVISORS LLC**

By: /s/ Ryan Simkin  
Name: Ryan Simkin  
Title: Managing Director

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**Section 3: EX-99.1 (EXHIBIT 99.1)**

**First Financial Bank Completes Acquisition of Bannockburn Global Forex, LLC**

**Cincinnati, OH - Sept. 3, 2019** - First Financial Bancorp. (Nasdaq: FFBC) announced today that it has completed its previously announced acquisition of Bannockburn Global Forex, LLC, a Cincinnati-based capital markets firm that provides transactional currency payments, foreign exchange hedging, and other advisory products to more than 1,500 closely held enterprises, financial sponsors, and downstream financial institutions across the United States.

"We are excited to welcome Bannockburn Global Forex to the First Financial team," said Archie Brown, president and chief executive officer of First Financial Bank. "Since we announced our agreement to acquire Bannockburn, we've received a very enthusiastic response from clients and members of the business community. The addition of this experienced team and its capital market offerings creates tremendous opportunities for our bank, clients and shareholders."

Bannockburn has completed more than \$90 billion of transaction volume through more than 150,000 secure transactions since it was founded in 2009. It brings deep industry expertise, with a primary focus on small- and middle-market clients that have a need for tailored foreign exchange solutions. Bannockburn has a nationwide presence with offices in 10 locations throughout the U.S.

Bannockburn becomes a division within the Commercial Banking group of First Financial Bank and will continue to operate under the Bannockburn name, which is well recognized in the foreign exchange industry. Senior Managing Partner Mark R. Wendling and the rest of Bannockburn's leadership will continue in their positions in the new Bannockburn Global Forex division of the Bank.

"We are grateful for the support of our early financial sponsors and shareholders throughout our first ten years in business," Mr. Wendling added. "Partnering with First Financial positions us to accelerate our growth and continue to provide high-touch customized currency offerings for our global clients."

The agreement with Bannockburn is the latest acquisition for First Financial Bank, contributing to the company's growth strategy and building on its shareholder value.

First Financial's financial advisor on the transaction was Lazard, and its legal counsel was Vorys, Sater, Seymour and Pease LLP. Bannockburn's legal advisor was Squire Patton Boggs LLP.

(more)



### **Cautionary Statements Regarding Forward-Looking Information**

Certain statements contained in this release which are not statements of historical fact constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believes," "anticipates," "likely," "expected," "estimated," "intends" and other similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. Examples of forward-looking statements include, but are not limited to, statements we make about (i) our future operating or financial performance, including revenues, income or loss and earnings or loss per share, (ii) future common stock dividends, (iii) our capital structure, including future capital levels, (iv) our plans, objectives and strategies, and (v) the assumptions that underlie our forward-looking statements.

As with any forecast or projection, forward-looking statements are subject to inherent uncertainties, risks and changes in circumstances that may cause actual results to differ materially from those set forth in the forward-looking statements. Forward-looking statements are not historical facts but instead express only management's beliefs regarding future results or events, many of which, by their nature, are inherently uncertain and outside of management's control. It is possible that actual results and outcomes may differ, possibly materially, from the anticipated results or outcomes indicated in these forward-looking statements. Important factors that could cause actual results to differ materially from those in our forward-looking statements include the following, without limitation: (i) economic, market, liquidity, credit, interest rate, operational and technological risks associated with the Company's business; (ii) the effect of and changes in policies and laws or regulatory agencies, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and other legislation and regulation relating to the banking industry; (iii) management's ability to effectively execute its business plans; (iv) mergers and acquisitions, including costs or difficulties related to the integration of acquired companies; (v) the possibility that any of the anticipated benefits of the Company's acquisition of Bannockburn Global Forex, LLC will not be realized or will not be realized within the expected time period; (vi) the effect of changes in accounting policies and practices; (vii) changes in consumer spending, borrowing and saving and changes in unemployment; (viii) changes in customers' performance and creditworthiness; and (ix) the costs and effects of litigation and of unexpected or adverse outcomes in such litigation. Additional factors that may cause our actual results to differ materially from those described in our forward-looking statements can be found in our Form 10-K for the year ended December 31, 2018, as well as our other filings with the SEC, which are available on the SEC website at [www.sec.gov](http://www.sec.gov).

All forward-looking statements included in this release are made as of the date hereof and are based on information available at the time of the release. Except as required by law, the Company does not assume any obligation to update any forward-looking statement.

### **About First Financial Bancorp.**

First Financial Bancorp. is a Cincinnati, Ohio based bank holding company. As of June 30, 2019, the Company had \$14.4 billion in assets, \$9.0 billion in loans, \$10.1 billion in deposits and \$2.2 billion in shareholders' equity. The Company's subsidiary, First Financial Bank, founded in 1863, provides banking and financial services products through its six lines of business: Commercial, Retail Banking, Investment Commercial Real Estate, Mortgage Banking, Commercial Finance and Wealth Management. These business units provide traditional banking services to business and retail clients. Wealth Management provides wealth planning, portfolio management, trust and estate, brokerage and retirement plan services and had approximately \$2.8 billion in assets under management as of June 30, 2019. The Company operated 159 banking centers as of June 30, 2019, primarily in Ohio, Indiana and Kentucky, while the Commercial Finance business lends into targeted industry verticals on a nationwide basis. Additional information about the Company, including its products, services and banking locations, is available at [www.bankatfirst.com](http://www.bankatfirst.com).

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**Investors/Analysts**

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