
**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): March 31, 2026

FIRSTSUN CAPITAL BANCORP

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-42175

(Commission File Number)

81-4552413

(I.R.S. Employer Identification Number)

1400 16th Street, Suite 250

Denver, Colorado 80202

(Address of principal executive offices and zip code)

(303) 831-6704

(Registrant's telephone number, including area code)

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 Par Value	FSUN	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17CFR § 230.405) or 12b-2 of the Exchange Act of 1934 (17 CFR § 240.12b-2).

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. ☐

INTRODUCTORY NOTE

On April 1, 2026, FirstSun Capital Bancorp (“**FirstSun**,” “**we**,” “**us**” and “**our**”) completed its previously announced merger (the “**Merger**”) with First Foundation Inc. (“**First Foundation**”), pursuant to the Agreement and Plan of Merger, dated as of October 27, 2025, as amended (the “**Merger Agreement**”).

Item 1.01 Entry into a Material Definitive Agreement.

Amendment No. 2 to Registration Rights Agreement

On April 1, 2026, FirstSun, its existing significant investors, and certain stockholder funds and accounts managed or advised by Fortress Investment Group LLC (“**Fortress**”) and certain stockholder funds and accounts managed or advised by Canyon Capital Advisors LLC (“**Canyon**”), and Strategic Value Investors, LP (together with Fortress and Canyon, the “**First Foundation Stockholders**”) entered into Amendment No. 2 to the Registration Rights Agreement (dated as of June 19, 2017, and as previously amended) (the “**Registration Rights Agreement**”), which became effective upon the completion of the Merger on April 1, 2026. The amendment provides that, upon the closing of the Merger, the First Foundation Stockholders became parties to the Registration Rights Agreement and are entitled to the rights and subject to the obligations thereunder, as amended by Amendment No. 2. The amendment also provides that the closing of the Merger is deemed to constitute a demand notice under the Registration Rights Agreement and that FirstSun is required to file a shelf registration statement under the Securities Act of 1933 to register the resale of the FirstSun shares received by the First Foundation Stockholders in the Merger. In connection with this filing, FirstSun’s existing significant investors have agreed to waive certain piggyback and demand registration rights that would otherwise apply, consistent with prior waivers for other stockholders. Except as expressly modified by Amendment No. 2, the Registration Rights Agreement remains in full force and effect.

The foregoing description of Amendment No. 2 to the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such amendment, the form of which is attached hereto as Exhibit 4.2 and is incorporated herein by reference.

Board Representative Letter Agreements

In connection with the Merger, FirstSun entered into Board Representative Letter Agreements, each dated and effective as of April 1, 2026, with certain former stockholders of First Foundation, including funds and accounts managed or advised by Fortress and funds and accounts managed or advised by Canyon (each, an “**Investor**”), to provide them with certain board representation rights (each a “**New Board Representative Letter Agreement**” and collectively, the “**New Board Representative Letter Agreements**”). The New Board Representative Letter Agreement with the Fortress-affiliated funds and accounts is referred to herein as the “**Fortress Board Representative Letter Agreement**,” and the New Board Representative Letter Agreement with the Canyon-affiliated funds and accounts is referred to herein as the “**Canyon Board Representative Letter Agreement**.”

Specifically, the New Board Representative Letter Agreements provide that we will use our best efforts to cause an individual designated for nomination by the applicable Investor to be elected or appointed to the FirstSun board of directors (the “**Board**”) and will recommend to our stockholders the election of such individual designated by the applicable Investor at all of our meetings of stockholders (or the solicitation of written consents in lieu of a stockholder meeting) in which an applicable Investor’s board representative is to be elected. In addition, so long as the applicable Investor satisfies the 40% ownership threshold described below and does not have a board representative currently serving on the Board, the Investor may appoint an individual as a nonvoting observer to the Board. Such nomination and observer rights continue for so long as the applicable Investor owns at least 40% of the total shares held by the Investor as of the date of the applicable New Board Representative Letter Agreement.

The foregoing descriptions of the New Board Representative Letter Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are attached hereto as Exhibits 4.3 and 4.4 and are incorporated herein by reference.

Indemnification Agreements

On April 1, 2026, FirstSun entered into an indemnification agreement with each of its directors, pursuant to a form of indemnification agreement (the “***Indemnification Agreement***”) that was approved by the Board. The Indemnification Agreement supplements the indemnification provisions already contained in FirstSun’s amended and restated certificate of incorporation, as amended, and amended and restated bylaws, and generally provides that FirstSun will indemnify each executing director and executive officer against all losses if he or she was or is a party to or participant in, or is threatened to be made a party to or participant in, certain actions, suits, proceedings or alternative dispute resolution mechanisms, as a result of his or her service as a director or executive officer, as applicable, to the fullest extent permitted by law, subject to certain exceptions. Consistent with FirstSun’s amended and restated certificate of incorporation, as amended, and amended and restated bylaws, the Indemnification Agreement also provides for rights to advancement of expenses. The foregoing description of the Indemnification Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Indemnification Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On April 1, 2026, FirstSun completed its previously announced Merger with First Foundation, pursuant to the Merger Agreement. At the effective time of the Merger (the “***Effective Time***”), First Foundation merged with and into FirstSun, with FirstSun surviving the Merger. Immediately following the Merger, First Foundation Bank, a California-chartered banking corporation and wholly owned subsidiary of First Foundation, merged with and into Sunflower Bank, National Association (the “***Bank***”), a national banking association and wholly owned subsidiary of FirstSun, with the Bank continuing as the surviving bank.

Pursuant to the terms of the Merger Agreement, at the Effective Time, each share of First Foundation common stock issued and outstanding immediately prior to the Effective Time (other than certain excluded shares specified in the Merger Agreement) became entitled to receive 0.16083 of a share of FirstSun common stock (the “***exchange ratio***”), with cash paid in lieu of any fractional shares. In addition, at the Effective Time, each then-outstanding share of First Foundation Series A Noncumulative Convertible Preferred Stock (the “***Series A stock***”) and Series C Non-Voting Common Equity Equivalent Stock (the “***Series C stock***” and together with the Series A stock, the “***First Foundation Preferred Stock***”) was converted into the right to receive 0.16083 of a share of FirstSun common stock for each share of First Foundation common stock into which the First Foundation Preferred Stock was convertible into immediately prior to the Effective Time, subject to certain exceptions. Each outstanding share of FirstSun common stock remained outstanding and was unaffected by the Merger.

Restricted Stock Units. At the Effective Time, each outstanding and unvested time-based restricted stock unit to acquire First Foundation common stock was assumed and converted into a restricted stock unit award to acquire FirstSun common stock. The number of FirstSun shares subject to each award equals the number of First Foundation shares covered by the award immediately prior to the Effective Time, multiplied by the exchange ratio.

Performance-Based Restricted Stock Units. At the Effective Time, each outstanding and unvested performance-based restricted stock unit to acquire First Foundation common stock was assumed and converted into a restricted stock unit to acquire FirstSun common stock. The number of FirstSun shares subject to each award was calculated based on the target performance level immediately prior to the Effective Time, multiplied by the exchange ratio. After the Effective Time, these awards will be subject only to service-based vesting through the end of the original performance period and will no longer include performance conditions.

Warrants. Pursuant to the Merger Agreement, holders of First Foundation warrants (the “***First Foundation Warrants***”) to acquire shares of Series C stock entered into a Warrant Exercise and Termination Agreement. Under this agreement, immediately prior to the Effective Time, each then-outstanding warrant was exercised on a cashless basis and terminated. In exchange, warrant holders became entitled to receive Series C stock, along with an aggregate cash payment of approximately \$17.5 million. The Series C stock was converted in the Merger as described above. The form of Warrant Exercise and Termination Agreement is included as Exhibit G to the Merger Agreement attached hereto as Exhibit 2.1.

Non-Voting Common Stock. Pursuant to the Merger Agreement, if, as a result of receiving shares of FirstSun common stock in the Merger, any holder (together with its affiliates) would own more than 4.99% of the outstanding shares of FirstSun voting common stock immediately following the Effective Time, such holder may elect to receive shares of FirstSun non-voting common stock for the portion of shares in excess of 4.99%. Eligible stockholders must make this election by providing written notice to FirstSun no later than ten business days after the Effective Time.

Assumption of Subordinated Notes. At the Effective Time, FirstSun also assumed certain indebtedness of First Foundation, including First Foundation's obligations under the Indenture, defined below, governing its \$150 million aggregate principal amount of 3.50% Fixed-to-Floating Rate Subordinated Notes due 2032, as more fully described under Item 2.03 of this Current Report on Form 8-K.

Lock-Up Agreements. As disclosed on a Current Report on Form 8-K filed with the SEC on October 30, 2025, certain stockholders of First Foundation entered into Lock-Up Agreements (the "**Lock-Up Agreements**"). Each such stockholder agreed that, subject to limited customary exceptions, the shares of FirstSun common stock received by such stockholder in the Merger will be subject to transfer restrictions for a period of 24 months following the closing of the Merger. The lock-up restrictions will expire in stages, with one-third of the covered shares becoming transferable 12 months after the closing date, an additional one-third becoming transferable 18 months after the closing date, and the remaining one-third becoming transferable 24 months after the closing date. The Lock-Up Agreements were entered into substantially in the form previously filed as Exhibit C to the Merger Agreement; provided, however, that the Lock-Up Agreement for one stockholder, Strategic Value Investors, LP, may terminate earlier if Benjamin Mackovak ceases to serve on the Board following the Merger. Any transfer in violation of these restrictions will be null and void.

The foregoing descriptions of the Merger Agreement, the Merger, the Warrant Exercise and Termination Agreements and the Lock-Up Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements. A copy of the Merger Agreement is attached hereto as Exhibit 2.1, which includes the form Lock-Up Agreement and the form of Warrant Exercise and Termination Agreement as Exhibit C and Exhibit G thereto, respectively, and is incorporated herein by reference. A copy of Amendment No. 1 to the Merger Agreement (including revised Exhibit E (Form of Certificate of Amendment)) is attached hereto as Exhibit 2.2 and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

In connection with the completion of the Merger, FirstSun assumed First Foundation's obligations under that certain Indenture, dated as of January 24, 2022 (the "**Base Indenture**"), between First Foundation and U.S. Bank National Association, as trustee, and that certain First Supplemental Indenture, dated as of January 24, 2022 (the "**First Supplemental Indenture**") and, together with the Base Indenture, the "**Indenture**"), providing for the issuance of \$150 million aggregate principal amount of 3.50% Fixed-to-Floating Rate Subordinated Notes due 2032 (the "**Notes**"). The assumption was effected pursuant to a Second Supplemental Indenture dated March 31, 2026 by and among FirstSun, First Foundation and U.S. Bank National Association, as trustee (the "**Second Supplemental Indenture**"), pursuant to which FirstSun expressly assumed the due and punctual payment of the principal of, premium, if any, and interest on, the Notes and the performance and observance of each and every covenant and condition of First Foundation under the Indenture, and FirstSun succeeded to every right and power of First Foundation under the Indenture with the same effect as if FirstSun had originally been named as the issuer thereunder.

The Notes bear interest at a fixed rate of 3.50% per annum, payable semi-annually in arrears on February 1 and August 1 of each year, through February 1, 2027. From and including February 1, 2027 to, but excluding February 1, 2032 or the date of earlier redemption, the Notes bear interest at a floating rate per annum equal to the benchmark rate, which is expected to be Three-Month Term SOFR, plus 204 basis points, payable quarterly in arrears on February 1, May 1, August 1 and November 1 of each year. If the benchmark rate is less than zero, the benchmark rate is deemed to be zero. The Notes mature on February 1, 2032 and may be redeemed at such times and on such terms as provided in the Indenture.

The foregoing description of the Indenture, Second Supplemental Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the form of Notes, which are attached hereto as Exhibits 4.5, 4.6, 4.7 and 4.8, respectively, and are incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Item 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Resignations

As previously disclosed in our Current Reports on Form 8-K filed with the SEC on December 4, 2025 and January 23, 2026, respectively, Isabella Cunningham (a Class I director) and Diane L. Merdian (a Class III director) each announced her intent to resign from the Board effective on the earlier of the closing of the Merger or our 2026 annual meeting of stockholders. Accordingly, Ms. Cunningham's and Ms. Merdian's resignations became effective as of the Effective Time of the Merger on April 1, 2026.

Castle Creek Director Appointment

Also disclosed in our Current Report on Form 8-K filed with the SEC on December 4, 2025, FirstSun entered into a Board Representative Letter Agreement with Castle Creek Capital Partners IX, LP ("**Castle Creek**") that provides that, beginning on the earlier of the closing of the Merger or our 2026 annual meeting of stockholders, we will use our best efforts to cause an individual designated for nomination by Castle Creek to be elected or appointed to the Board. Castle Creek selected Spencer T. Cohn to serve as its director designee on the Board, and the Board appointed Spencer T. Cohn as a Class I director effective as of the Effective Time of the Merger.

Mr. Cohn was appointed as a Class I director to fill the vacancy created by Ms. Cunningham's concurrent resignation on April 1, 2026. As a Class I director, Mr. Cohn will serve the remaining Class I director term that expires at our 2027 annual meeting of stockholders. Mr. Cohn was also appointed to serve as a member of the Board's Compensation and Succession Committee. Mr. Cohn will be entitled to participate in our standard non-employee director compensation arrangements, as described under the heading "Compensation of Directors for Fiscal Year 2024" in our definitive proxy statement filed with the SEC on March 21, 2025, as such arrangements may be amended from time to time, which description is incorporated herein by reference. Mr. Cohn and FirstSun also entered into the Indemnification Agreement attached hereto as Exhibit 10.1.

There are no arrangements or understandings between Mr. Cohn and any other persons pursuant to which he was selected as a director of FirstSun, other than his designation under the Board Representative Letter Agreement with Castle Creek. Mr. Cohn is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

New First Foundation Directors

In accordance with the Merger Agreement, our Board increased its size to 13 directors and appointed five former directors of First Foundation—Sam Edelson, Henchy R. Enden, Benjamin Mackovak, C. Allen Parker and Thomas C. Shafer (collectively the "**Legacy First Foundation Directors**")—to join the Board, effective as of the Effective Time of the Merger. Mr. Edelson was appointed to serve as a director pursuant to the Canyon Board Representative Letter Agreement and Ms. Enden was appointed to serve as a director pursuant to the Fortress Board Representative Letter Agreement. Each of the foregoing directors was appointed to the Board for a term expiring at our 2026 annual meeting of stockholders.

The Legacy First Foundation Directors were also appointed to the following Board committees:

Committee Assignments	Audit	Compensation and Succession	Nominating and Governance	Risk	Trust and Fiduciary*
Sam Edelson				•	•
Henchy R. Enden	•				
Benjamin Mackovak			•		•
C. Allen Parker	•	•			
Thomas C. Shafer				•	

* Bank-level committee, with appointments to become effective upon appointment to the Bank board.

Mr. Shafer, the former Chief Executive Officer of First Foundation and First Foundation Bank, was also appointed to serve as the Executive Vice Chairman of FirstSun. In connection with the Merger, FirstSun assumed the Employment Agreement between First Foundation and Mr. Shafer, which has an initial term that commenced on February 11, 2025 and ends on March 15, 2028. The term of the agreement will automatically renew for single one-year terms absent notice of non-renewal. Under the terms of the Employment Agreement, Mr. Shafer will receive an annual base salary of \$1,090,000, subject to annual adjustment, but not reduction, at the discretion of the Board or the Compensation and Succession Committee. In addition, during each fiscal year during the term, Mr. Shafer will be entitled to an annual discretionary incentive opportunity equal to a maximum of 150% of his then-current annual base salary, one-half of which will be in the form of an annual cash bonus and one-half of which will be in the form of performance-based restricted stock units. Each of such annual cash bonus and performance-based restricted stock unit award will be earned and paid based on the terms and conditions (including achievement of performance metrics) determined by the Board. Mr. Shafer will also be eligible to participate in the other benefit programs of FirstSun and the Bank available to executive employees generally.

If Mr. Shafer's employment is terminated without cause or Mr. Shafer terminates his employment for good reason (in each case, as defined in the Employment Agreement), then he will be entitled to a severance payment equal to the lesser of (i) 12 months of his annual base salary and (ii) the aggregate base salary that would have been paid to him for the remainder of the term if such remaining term is shorter than 12 months. In the event of termination of Mr. Shafer's employment due to his death, his beneficiaries will be paid an amount equal to 100% of his base annual salary at the rate in effect immediately prior to his death less the amount of any life insurance benefits his beneficiaries receive under any employer-provided life insurance plan or program in which Mr. Shafer participated at the time of his death. If Mr. Shafer's employment is terminated for cause or due to the expiration of the term of the Employment Agreement, he will not be entitled to any severance compensation. The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference. Mr. Shafer will not receive any additional compensation for his service as a director on the Board.

Each Legacy First Foundation Director, other than Mr. Shafer, will be entitled to participate in our standard non-employee director compensation arrangements, as described under the heading "Compensation of Directors for Fiscal Year 2024" in our definitive proxy statement filed with the SEC on March 21, 2025, as such arrangements may be amended from time to time, which description is incorporated herein by reference. Each Legacy First Foundation Director and FirstSun also entered into the Indemnification Agreement attached hereto as Exhibit 10.1. Except with respect to Mr. Shafer's assumed Employment Agreement as described above, there are no transactions in which any other Legacy First Foundation Director has an interest requiring disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between any Legacy First Foundation Director and any other persons pursuant to which he or she was selected as a director of FirstSun, other than Mr. Edelson's designation by Canyon under the Canyon Board Representative Letter Agreement and Ms. Enden's designation by Fortress under the Fortress Board Representative Letter Agreement.

Stock Award

On March 31, 2026, the Board granted Mollie H. Carter, FirstSun's Executive Chairman, a restricted stock award with a grant date fair value of \$250,000 (the "**Award Shares**") under the FirstSun Capital Bancorp 2021 Equity Incentive Plan (the "**Plan**"). Under the restricted stock agreement, the Award Shares will vest in full on the closing of the Merger. If the Merger Agreement is terminated for any reason before the closing of the Merger, the Award Shares will be forfeited and no Award Shares will vest. The Board granted this award in recognition of Ms. Carter's leadership in connection with the Merger, including her role in supporting transaction execution and her extensive work related to the corporate governance of the combined company after the Merger.

The foregoing description of the restricted stock agreement does not purport to be complete and is qualified in its entirety by reference to the Plan and such agreement. The Plan was previously filed as Exhibit 10.1 to our Quarterly Report on Form 10-Q filed with the SEC on November 5, 2021, and is incorporated herein by reference, and the form of restricted stock agreement was filed as Exhibit 10.4 to our Quarterly Report on Form 10-Q filed with the SEC on May 9, 2025 and is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the completion of the Merger and in accordance with the Merger Agreement, FirstSun's certificate of incorporation was amended (the "**Charter Amendment**") to increase the number of authorized shares of FirstSun common stock from 50,000,000 shares to 80,000,000 shares, and to create a new class of non-voting common stock and to authorize 20,000,000 shares of such non-voting common stock (which is in addition to the 80,000,000 shares of authorized common stock referenced above). The non-voting common stock was created to permit eligible legacy First Foundation stockholders to elect to receive non-voting common stock in lieu of FirstSun voting common stock for any shares in excess of the 4.99% ownership threshold.

The Charter Amendment was approved by FirstSun stockholders on February 27, 2026, which was a condition to the closing of the Merger. On March 31, 2026, FirstSun filed the Charter Amendment with the Delaware Secretary of State, and the Charter Amendment became effective upon filing.

The foregoing description of the Charter Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Amendment of Amended and Restated Certificate of Incorporation, which is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

An updated Description of Capital Stock reflecting the Charter Amendment and the creation of FirstSun's non-voting common stock is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On April 1, 2026, FirstSun issued a press release announcing the completion of the Merger. A copy of the press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The financial statements required by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K not later than 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
2.1	<u>Agreement and Plan of Merger, dated as of October 27, 2025, by and between FirstSun Capital Bancorp and First Foundation Inc. (incorporated by reference to Exhibit 2.1 to FirstSun Capital Bancorp's Current Report on Form 8-K filed with the SEC on October 30, 2025).</u> *
2.2	<u>Amendment No. 1 to Agreement and Plan of Merger, dated as of February 6, 2026, by and between FirstSun Capital Bancorp and First Foundation Inc. (including revised Exhibit E (Form of Certificate of Amendment) (incorporated by reference to Exhibit 2.1 to FirstSun Capital Bancorp's Current Report on Form 8-K filed with the SEC on February 6, 2026)).</u>
3.1	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation.</u>
4.1	<u>Description of Capital Stock of FirstSun Capital Bancorp.</u>
4.2	<u>Form of Amendment No. 2 to the Registration Rights Agreement.</u>
4.3	<u>Board Representative Letter Agreement, dated April 1, 2026, by and among FirstSun Capital Bancorp and the signatories thereto, including funds or accounts associated with Fortress Investment Group LLC.</u>
4.4	<u>Board Representative Letter Agreement, dated April 1, 2026, by and among FirstSun Capital Bancorp and the signatories thereto, including funds or accounts associated with Canyon Capital Advisors LLC.</u>
4.5	<u>Indenture, dated January 24, 2022, between First Foundation Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to First Foundation Inc.'s Current Report on Form 8-K filed with the SEC on January 24, 2022).</u>
4.6	<u>First Supplemental Indenture, dated January 24, 2022, between First Foundation Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to First Foundation Inc.'s Current Report on Form 8-K filed with the SEC on January 24, 2022).</u>
4.7	<u>Second Supplemental Indenture, dated March 31, 2026, by and among FirstSun Capital Bancorp, First Foundation Inc. and U.S. Bank National Association, as trustee.</u>
4.8	Form of 3.50% Fixed-to-Floating Rate Subordinated Notes due 2032 (included in <u>Exhibit 4.6</u>).
10.1	<u>Form of Director Indemnification Agreement.</u>
10.2	<u>Employment Agreement, dated February 11, 2025, among First Foundation Inc., First Foundation Bank and Thomas C. Shafer (incorporated by reference to Exhibit 10.1 to First Foundation Inc.'s Current Report on Form 8-K filed with the SEC on February 13, 2025).</u>
99.1	<u>Press Release dated April 1, 2026.</u>
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

* Schedules and similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant will furnish supplementally a copy of any omitted schedules or similar attachment to the SEC upon request.

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.

FIRSTSUN CAPITAL BANCORP

Dated: April 1, 2026

By: /s/ Neal E. Arnold

Neal E. Arnold
Chief Executive Officer

**CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED CERTIFICATE
OF INCORPORATION OF FIRSTSUN CAPITAL BANCORP**

FirstSun Capital Bancorp (the “**Corporation**”), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. This Certificate of Amendment (the “**Certificate of Amendment**”) amends the provisions of the Corporation’s Amended and Restated Certificate of Incorporation filed with the Secretary of State on May 7, 2025 (the “**Certificate of Incorporation**”).

2. Article IV, Section 4.01 of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

“Designation and Amount. The aggregate number of shares which the Corporation shall have authority to issue is 110,000,000, consisting of (i) 80,000,000 shares of voting common stock, par value \$0.0001 per share (the “**Common Stock**”); (ii) 20,000,000 shares of non-voting common stock, par value \$0.0001 per share (the “**Non-Voting Common Stock**”) (having the powers, rights, and preferences, and the qualifications, limitations and restrictions thereof, as set forth in Exhibit A attached hereto), and (iii) 10,000,000 shares of preferred stock, par value \$0.0001 per share (the “**Preferred Stock**”). The aggregate number of shares which the Corporation shall have authority to issue pursuant to this Section 4.01 (as well as the allocation between Common Stock, Non-Voting Common Stock and Preferred Stock) may be amended, altered, changed, increased, or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock.”

3. The Certificate of Incorporation of the Corporation is hereby amended by adding the powers, rights, and preferences, and the qualifications, limitations, and restrictions thereof, of the Non-Voting Common Stock as set forth in Exhibit A attached hereto.

4. This amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

5. All other provisions of the Certificate of Incorporation shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Neal E. Arnold, its Chief Executive Officer, this 31st day of March, 2026.

By: /s/ Neal E. Arnold

Neal E. Arnold
President & Chief Executive Officer

[Signature Page to Certificate of Amendment]

EXHIBIT A
CERTIFICATE OF DESIGNATIONS
OF
NON-VOTING COMMON STOCK
OF
FIRSTSUN CAPITAL BANCORP

The shares of Non-Voting Common Stock of the Corporation shall have the following terms and provisions:

1. Definitions.

- (a) “Affiliate” has the meaning set forth in 12 C.F.R. § 225.2(a) or any successor provision.
- (b) “Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.
- (c) “Board of Directors” means the board of directors of the Corporation.
- (d) A “business day” means any day other than a Saturday or a Sunday or a day on which banks in Texas are authorized or required by law, executive order or regulation to close.
- (e) “Certificate” means a certificate representing one (1) or more shares of Non-Voting Common Stock, it being understood that any reference herein to “Certificate” shall be deemed to include reference to book-entry account statements relating to the ownership of shares of Non-Voting Common Stock.
- (f) “Common Stock” means the voting common stock of the Corporation, par value \$0.0001 per share.
- (g) “Conversion” has the meaning set forth in Section 5.
- (h) “Corporation” means FirstSun Capital Bancorp, a Delaware corporation.
- (i) “Dividends” has the meaning set forth in Section 3.
- (j) “Exchange Agent” means Broadridge Financial Solutions, Inc. solely in its capacity as transfer and exchange agent for the Corporation, or any successor transfer and exchange agent for the Corporation.
- (k) “Liquidation Distribution” has the meaning set forth in Section 4.

(l) “Non-Voting Common Stock” has the meaning set forth in Section 2.

(m) “Permissible Transfer” means a transfer by the holder of Non-Voting Common Stock (i) to the Corporation; (ii) in a widely distributed public offering of Common Stock and/or Non-Voting Common Stock; (iii) that is part of an offering that is not a widely distributed public offering of Common Stock or Non-Voting Common Stock but is one in which no one transferee (or group of associated transferees) acquires the right to receive two percent (2%) or more of any class of the Voting Securities of the Corporation (including pursuant to a related series of transfers); (iv) that is part of a transfer of Common Stock or Non-Voting Common Stock to an underwriter for the purpose of conducting a widely distributed public offering; or (v) to a transferee that controls more than fifty percent (50%) of the Voting Securities of the Corporation without giving effect to such transfer.

(n) “Person” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, or any other form of entity not specifically listed herein.

(o) “Voting Security” has the meaning set forth in 12 C.F.R. § 225.2(q) or any successor provision.

2. Designation; Number of Shares. The class of shares of capital stock hereby authorized shall be designated as “Non-Voting Common Stock” (the “Non-Voting Common Stock”). The number of authorized shares of the Non-Voting Common Stock shall be 20,000,000 shares. The Non-Voting Common Stock shall have a par value of \$0.0001 per share. Each share of Non-Voting Common Stock has the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption as described herein. Each share of Non-Voting Common Stock is identical in all respects to every other share of Non-Voting Common Stock.

3. Dividends. The Non-Voting Common Stock will rank *pari passu* with the Common Stock with respect to the payment of dividends or distributions, whether payable in cash, securities, options or other property, and with respect to issuance, grant or sale of any rights to purchase stock, warrants, securities or other property (collectively, the “Dividends”) on a pro rata basis with the Common Stock, determined on an as-converted basis assuming all shares had been converted pursuant to Section 5 as of immediately prior to the record date of the applicable Dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such Dividends are to be determined). Accordingly, the holders of record of Non-Voting Common Stock will be entitled to receive as, when, and if declared by the Board of Directors, Dividends in the same per share amount (on an as-converted basis) as paid on the Common Stock and no Dividends will be payable on the Common Stock or any other class or series of capital stock ranking with respect to Dividends *pari passu* with the Common Stock unless a Dividend identical to that paid on the Common Stock is payable at the same time on the Non-Voting Common Stock in an amount per share of Non-Voting Common Stock equal to the product of (i) the per share Dividend declared and paid in respect of each share of Common Stock and (ii) the number of shares of Common Stock into which such share of Non-Voting Common Stock is then convertible (without regard to any limitations on conversion of the Non-Voting Common Stock); *provided however*, that if a stock Dividend is declared on Common Stock payable solely in Common Stock, the holders of Non-Voting Common Stock will be entitled to a stock Dividend payable solely in shares of Non-Voting Common Stock. Dividends that are payable on Non-Voting Common Stock will be payable to the holders of record of Non-Voting Common Stock as they appear on the stock register of the Corporation on the applicable record date, as determined by the Board of Directors, which record date will be the same as the record date for the equivalent Dividend of the Common Stock. In the event that the Board of Directors does not declare or pay any Dividends with respect to shares of Common Stock, then the holders of Non-Voting Common Stock will have no right to receive any Dividends.

4. Liquidation.

(a) Rank. The Non-Voting Common Stock will, with respect to rights upon liquidation, winding up and dissolution, rank (i) subordinate and junior in right of payment to all other securities of the Corporation which, by their respective terms, are senior to the Non-Voting Common Stock or the Common Stock and (ii) *pari passu* with the Common Stock. Not in limitation of anything contained herein, and for purposes of clarity, the Non-Voting Common Stock is subordinated to the general creditors and subordinated debt holders of the Corporation, and the depositors of the Corporation's bank subsidiaries, in any receivership, insolvency, liquidation or similar proceeding.

(b) Liquidation Distributions. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, holders of Non-Voting Common Stock will be entitled to receive, for each share of Non-Voting Common Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any Persons to whom the Non-Voting Common Stock is subordinate, a distribution ("Liquidation Distribution") equal to the sum of (i) any authorized and declared, but unpaid, Dividends with respect to such share of Non-Voting Common Stock at the time of such liquidation, dissolution or winding up, and (ii) the amount the holder of such share of Non-Voting Common Stock would receive in respect of such share if such share had been converted into shares of Common Stock at the then applicable conversion rate at the time of such liquidation, dissolution or winding up (assuming the conversion of all shares of Non-Voting Common Stock at such time, without regard to any limitations on conversion of the Non-Voting Common Stock). All Liquidation Distributions to the holders of the Non-Voting Common Stock and Common Stock set forth in clause (ii) above will be made pro rata to the holders thereof.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 4, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the holders of Non-Voting Common Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or property) of all or substantially all of the assets of the Corporation, will not constitute a liquidation, dissolution or winding up of the Corporation.

5. Conversion.

(a) General.

(i) If any action by the Corporation, which may include the issuance of additional Voting Securities, has the effect of reducing the percentage of a class of Voting Securities of the Corporation held by a holder of Non-Voting Common Stock (such action, a “Diluting Action”), then such holder may elect to convert each share of Non-Voting Common Stock to Common Stock in accordance with the provisions of this Section 5 so long as such conversion does not allow such holder to acquire a higher percentage of a class of Voting Securities than such holder controlled immediately prior to the Diluting Action.

(ii) Each share of Non-Voting Common Stock will automatically convert into one (1) share of Common Stock, without any further action on the part of any holder, subject to adjustment as provided in Section 6 below, on the date a holder of Non-Voting Common Stock transfers any shares of Non-Voting Common Stock to a non-Affiliate of the holder in a Permissible Transfer.

(iii) To effect any conversion that is permitted under Section 5(a)(i) or Section 5(a)(ii), the holder shall surrender the Certificate or Certificates evidencing such shares of Non-Voting Common Stock, duly endorsed, at the registered office of the Corporation, and provide written instructions to the Corporation as to the number of whole shares for which such conversion shall be effected, together with any appropriate documentation that may be reasonably required by the Corporation. Upon the surrender of such Certificate(s), the Corporation will issue and deliver to such holder (in the case of a conversion under Section 5(a)(i)) or such holder’s transferee (in the case of a conversion under Section 5(a)(ii)) a certificate or certificates (or, at the Corporation’s option, evidence in book-entry form) for the number of shares of Common Stock into which the Non-Voting Common Stock has been converted and, in the event that such conversion is with respect to some, but not all, of the holder’s shares of Non-Voting Common Stock, the Corporation shall deliver to such holder a certificate or certificate(s) (or, at the Corporation’s option, evidence in book-entry form) representing the number of shares of Non-Voting Common Stock that were not converted to Common Stock.

(iv) All shares of Common Stock delivered upon conversion of the Non-Voting Common Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests, charges and other encumbrances.

(v) If the Corporation ceases to be a bank holding company or financial holding company, then the conversion conditions included in this Section 5(a) shall lapse and any holder of Non-Voting Common Stock may convert such shares of Non-Voting Common Stock into Common Stock without limitations as described herein.

(b) Reservation of Shares Issuable Upon Conversion. The Corporation will at all times reserve and keep available out of its authorized but unissued Common Stock solely for the purpose of effecting the conversion of the Non-Voting Common Stock such number of shares of Common Stock as will from time to time be sufficient to effect the conversion of all outstanding Non-Voting Common Stock; and if at any time the number of shares of authorized but unissued Common Stock will not be sufficient to effect the conversion of all then outstanding Non-Voting Common Stock, the Corporation will take such action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Stock to such number of shares as will be sufficient for such purpose.

(c) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such actions as may be necessary or appropriate in order to protect the conversion rights of the holders of the Non-Voting Common Stock against impairment.

6. Adjustments.

(a) Combinations or Divisions of Common Stock. In the event that the Corporation at any time or from time to time will effect a division of the Common Stock into a greater number of shares (by stock split, reclassification or otherwise other than by payment of a Dividend in Common Stock or in any right to acquire the Common Stock), or in the event the outstanding Common Stock will be combined or consolidated, by reclassification, reverse stock split or otherwise, into a lesser number of shares of the Common Stock, then the dividend, liquidation, and conversion rights of each share of Non-Voting Common Stock in effect immediately prior to such event will, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate.

(b) Reclassification, Exchange or Substitution. If the Common Stock is changed into the same or a different number of shares of any other class or classes of stock, whether by reorganization, reclassification or otherwise (other than a division or combination of shares provided for in Section 6(a) above), (1) the conversion ratio then in effect will, concurrently with the effectiveness of such transaction, be adjusted so that each share of the Non-Voting Common Stock will be convertible into, in lieu of the number of shares of Common Stock which the holders of the Non-Voting Common Stock would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equal to the product of (i) the number of shares of such other class or classes of stock that a holder of a share of Common Stock would be entitled to receive in such transaction and (ii) the number of shares of Common Stock into which such share of Non-Voting Common Stock is then convertible (without regard to any limitations on conversion of the Non-Voting Common Stock) immediately before that transaction and (2) the Dividend and Liquidation Distribution rights then in effect will, concurrently with the effectiveness of such transaction, be adjusted so that each share of Non-Voting Common Stock will be entitled to a Dividend and Liquidation Distribution right, in lieu of with respect to the number of shares of Common Stock which the holders of the Non-Voting Common Stock would otherwise have been entitled to receive, with respect to a number of shares of such other class or classes of stock equal to the product of (i) the number of shares of such other class or classes of stock that a holder of a share of Common Stock would be entitled to receive in such transaction and (ii) the number of shares of Common Stock into which such share of Non-Voting Common Stock is then convertible (without regard to any limitations on conversion of the Non-Voting Common Stock) immediately before that transaction.

(c) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 6, the Corporation at its expense will promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Non-Voting Common Stock a certificate executed by the Corporation's President (or other appropriate officer) setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation will, upon the written request at any time of any holder of Non-Voting Common Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, and (ii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Non-Voting Common Stock.

7. Reorganization, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there will be a reorganization, exchange or conversion of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares otherwise provided for in Section 6) or a merger or consolidation of the Corporation with or into another corporation, or the sale of all or substantially all the Corporation's properties and assets to any other Person, then, as a part of such reorganization, merger, consolidation or sale, provision will be made so that the holders of the Non-Voting Common Stock will thereafter be entitled to receive upon conversion of the Non-Voting Common Stock, the number of shares of stock or other securities or property of the Corporation, or of the successor company resulting from such reorganization, exchange, conversion, merger, consolidation or sale, to which a holder of that number of shares of Common Stock issuable upon conversion of the Non-Voting Common Stock would have been entitled to receive on such reorganization, exchange, conversion, merger, consolidation or sale (without regard to any limitations on conversion of the Non-Voting Common Stock).

8. Redemption. Except to the extent a liquidation under Section 4 may be deemed to be a redemption, the Non-Voting Common Stock will not be redeemable at the option of the Corporation or any holder of Non-Voting Common Stock at any time. Notwithstanding the foregoing, the Corporation will not be prohibited from repurchasing or otherwise acquiring shares of Non-Voting Common Stock in voluntary transactions with the holders thereof, subject to compliance with any applicable legal or regulatory requirements, including applicable regulatory capital requirements. Any shares of Non-Voting Common Stock repurchased or otherwise acquired may be reissued as additional shares of Non-Voting Common Stock.

9. Voting Rights. The holders of Non-Voting Common Stock will not have any voting rights, except as provided for herein and as may otherwise from time to time be required by law.

10. Protective Provisions. So long as any shares of Non-Voting Common Stock are issued and outstanding, the Corporation will not (including by means of merger, consolidation, reorganization, conversion, re-domiciliation or otherwise), without obtaining the approval (by vote or written consent) of the holders of a majority of the issued and outstanding shares of Non-Voting Common Stock, (i) alter or change the rights, preferences, privileges or restrictions provided for the benefit of the holders of the Non-Voting Common Stock, (ii) increase or decrease the authorized number of shares of Non-Voting Common Stock (iii) dissolve the Corporation, or (iv) enter into any agreement, merger or business consolidation, or engage in any other transaction, or take any action that would, in any of such instances, have the effect of changing any preference or any relative or other right provided for the benefit of the holders of the Non-Voting Common Stock. In the event that the Corporation offers to repurchase shares of Common Stock, the Corporation shall offer to repurchase shares of Non-Voting Common Stock pro rata based upon the number of shares of Common Stock such holders would be entitled to receive if such shares were converted into shares of Common Stock immediately prior to such repurchase.

11. Notices. All notices required or permitted to be given by the Corporation with respect to the Non-Voting Common Stock shall be in writing, and if delivered by first class United States mail, postage prepaid, to the holders of the Non-Voting Common Stock at their last addresses as they shall appear upon the books of the Corporation, shall be conclusively presumed to have been duly given, whether or not the holder actually receives such notice; provided, however, that failure to duly give such notice by mail, or any defect in such notice, to the holders of any stock designated for repurchase, shall not affect the validity of the proceedings for the repurchase of any other shares of Non-Voting Common Stock, or of any other matter required to be presented for the approval of the holders of the Non-Voting Common Stock.

12. Record Holders. To the fullest extent permitted by law, the Corporation will be entitled to recognize the record holder of any share of Non-Voting Common Stock as the true and lawful owner thereof for all purposes and will not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other Person, whether or not it will have express or other notice thereof.

13. Term. The Non-Voting Common Stock shall have a perpetual term unless converted in accordance with Section 5.

14. No Preemptive Rights. The holders of Non-Voting Common Stock are not entitled to any preemptive or preferential right to purchase or subscribe for any capital stock, obligations, warrants or other securities or rights of the Corporation, except for any such rights that may be granted by way of separate contract or agreement to one or more holders of Non-Voting Common Stock.

15. Replacement Certificates. In the event that any Certificate will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Corporation, the posting by such Person of a bond in such amount as the Corporation may determine is necessary as indemnity against any claim that may be made against it with respect to such Certificate, the Corporation or the Exchange Agent, as applicable, will deliver in exchange for such lost, stolen or destroyed Certificate a replacement Certificate.

16. Other Rights. The shares of Non-Voting Common Stock have no preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or rights, other than as set forth herein or as provided by applicable law.

EXPLANATORY NOTE

References to “we,” “us” or “our” and the “Company” herein refer to FirstSun Capital Bancorp, a Delaware corporation.

DESCRIPTION OF FIRSTSUN CAPITAL BANCORP CAPITAL STOCK

The following description of the capital stock of FirstSun Capital Bancorp is a summary and does not purport to be complete. This summary is subject to and qualified in its entirety by reference to the Company’s Amended and Restated Certificate of Incorporation, as amended (the “Certificate of Incorporation”), Amended and Restated Bylaws (“Bylaws”), and to the applicable provisions of the Delaware General Corporation Law (“DGCL”).

Authorized Capital

Our Certificate of Incorporation authorizes the issuance of an aggregate of 110,000,000 shares of capital stock, consisting of 80,000,000 shares of common stock, par value \$0.0001 per share, 20,000,000 shares of non-voting common stock, par value \$0.0001 per share, and 10,000,000 shares of preferred stock, par value \$0.0001 per share. The aggregate number of authorized shares, as well as the allocation among common stock, non-voting common stock and preferred stock, may be increased or decreased (but not below the number then outstanding) by the affirmative vote of the holders of a majority of the common stock.

The authorized but unissued shares of our common stock, non-voting common stock and preferred stock are available for general corporate purposes, including stock dividends, financings, acquisitions and equity compensation arrangements. Except as may be required by applicable law, The Nasdaq Stock Market (“Nasdaq”) listing standards or the rules of any other exchange on which our securities may then be listed, no further stockholder approval will be required for the issuance of such shares.

Common Stock

General

Each share of common stock has the same relative rights as, and is identical in all respects to, each other share of common stock. All outstanding shares of our common stock are fully paid and nonassessable.

Voting Rights

In general, each outstanding share of our common stock entitles the holder to vote for the election of directors and on all other matters requiring stockholder action, and each share is entitled to one vote. The holders of our common stock possess exclusive voting power, except as otherwise provided by law or by a certificate of designation establishing any series of our preferred stock.

The Company has entered into Board Representative Letter Agreements with each of JLL/FCH Holdings I, LLC, trust stockholders associated with Mollie H. Carter, and trust stockholders associated with Karen H. Young and, in connection with the merger with First Foundation Inc., with certain former stockholders of First Foundation, including funds and accounts managed or advised by Fortress Investment Group LLC (“Fortress”) and funds and accounts managed or advised by Canyon Capital Advisors LLC (“Canyon”), as well as Castle Creek Capital Partners IX, LP (“Castle Creek”) (each, an “Investor”) that provide that the Company will use its best efforts to cause an individual designated for nomination by the Investor to be elected or appointed to the board of directors of the Company and will recommend to its stockholders the election of such individual designated at the applicable stockholders’ meetings of the Company. In addition, to the extent the Investor does not have a board representative currently serving on the board of directors, the Investor may appoint an individual as a nonvoting observer to the board of directors. Such nomination and observer rights continue for so long as the applicable Investor owns at least 40% of the total shares held by the Investor as of the date of the Board Representative Letter Agreement.

Except with regard to the Board Representative Letter Agreements, generally, a majority of the entire board of directors shall nominate each director. There is no cumulative voting in the election of directors. Assuming a quorum is present, our directors are elected by holders of common stock by a plurality vote. Election of directors need not be by written ballot. Directors shall hold office until their successors shall have been duly elected and qualified or until such director's earlier death, resignation or removal.

All other questions brought before a meeting of stockholders at which a quorum is present are decided by a majority of all the votes cast at the meeting, whether cast in person or by proxy, unless the matter requires a greater number of affirmative votes under the DGCL or our Certificate of Incorporation. Our Certificate of Incorporation and Bylaws contain certain provisions that may limit stockholders' ability to effect a change in control as described under the section below entitled "Anti-Takeover Provisions of FirstSun's Certificate of Incorporation and Bylaws and Provisions of Delaware Law."

Dividend, Liquidation and Other Rights

Subject to all rights of holders of any other class or series of stock, holders of common stock are entitled to receive dividends if and when our board of directors declares dividends out of funds legally available therefor. Dividends may only be declared by the board of directors, and the board's ability to declare dividends is subject to limitations under applicable law and regulation. If we issue preferred stock, the holders of such preferred stock may have a priority over the holders of common stock with respect to dividends.

If we voluntarily or involuntarily liquidate, dissolve or wind up, holders of our common stock are entitled to share equally and ratably in our assets legally available for distribution after payment of, or adequate provision for, all of our debts and liabilities. These rights are subject to the preferential liquidation rights of any series of our preferred stock that may then be outstanding.

Holders of our common stock have no preference, conversion, exchange, sinking fund or redemption rights and have no preemptive rights to purchase or subscribe for any of securities of the Company.

Non-Voting Common Stock

General

Pursuant to our Certificate of Incorporation, we authorized a class of non-voting common stock, par value \$0.0001 per share. The non-voting common stock was created in connection with the merger between FirstSun Capital Bancorp and First Foundation Inc. Except as to voting rights and the conversion and transfer provisions described below, the non-voting common stock is intended to be economically equivalent to the common stock.

Shares of non-voting common stock are convertible into shares of our common stock only in limited circumstances specified in the Certificate of Incorporation. In general, a holder of non-voting common stock may elect to convert such shares into common stock if an action by the Company, which may include the issuance of additional voting securities, has the effect of reducing the percentage of a class of the Company's voting securities held by a holder of non-voting common stock, so long as such conversion does not allow such holder to acquire a higher percentage of a class of the Company's voting securities than such holder controlled immediately before such action by the Company. In addition, each share of non-voting common stock will automatically convert into one share of common stock upon a permissible transfer to a non-affiliate, in each case as provided in the Certificate of Incorporation. Likewise, if we cease to be a bank holding company or financial holding company, then the conversion conditions imposed shall lapse and any holder of non-voting common stock may convert such shares free of limitations as described above, and in full in the Certificate of Incorporation.

Voting

Except as otherwise expressly provided in the Certificate of Incorporation or required by applicable law, holders of non-voting common stock are not entitled to vote on any matter submitted to a vote of the stockholders of us, including the election of directors. Holders of non-voting common stock do not have cumulative voting rights.

Dividend, Liquidation and Other Rights

The non-voting common stock is identical to our common stock in all respects other than voting rights. The non-voting common stock ranks *pari passu* with the common stock with respect to dividends and distributions and with respect to rights upon any liquidation, dissolution or winding up of the Company. Each share of non-voting common stock ranks *pari passu* with the common stock, and is entitled to receive dividends and other distributions, when, as and if declared by our board of directors out of legally available funds, on a pro rata basis with our common stock. Such dividends are determined on an as-converted basis assuming all shares had been appropriately converted without regard to any limitations on conversion as of immediately prior to the record date of the applicable dividend. If a stock dividend is declared on the common stock payable solely in common stock, holders of non-voting common stock will be entitled to a stock dividend payable solely in non-voting common stock. Upon any liquidation, dissolution or winding up of the Company, holders of non-voting common stock are entitled to receive the same per-share amount as holders of our common stock after payment or provision for payment of the Company's liabilities and satisfaction of any preferential amounts payable to holders of preferred stock. All liquidation distributions to holders of the non-voting common stock will be made pro rata to the holders thereof. The non-voting common stock is subordinate to the general creditors and subordinated debt holders of the Company and the depositors of the Company's bank subsidiaries in any receivership, insolvency, liquidation or similar proceeding.

Holders of non-voting common stock do not have any preemptive, subscription, redemption or sinking fund rights. Shares of non-voting common stock may be transferred, subject to applicable federal and state securities laws, applicable banking regulations and the provisions of our Certificate of Incorporation, including the conversion provisions applicable to certain transfers. The non-voting common stock is not listed on any national securities exchange, is not registered under Section 12(b) of the Securities Exchange Act of 1934, as amended.

Preferred Stock

Our Certificate of Incorporation provides that our board of directors may issue, without stockholder approval, preferred stock in one or more series, and, with respect to each such series, fix the number of shares constituting the series and the designation of the series, the voting rights (if any) of the shares of the series, and the powers, preferences and relative, participation, optional and other rights, if any, and any qualifications, limitations or restrictions, of the shares of such series.

The description of the shares of each series of preferred stock, including the powers, preferences and relative participation, optional and other rights, if any, and any qualifications, limitations or restrictions, of the shares of such series will be set forth in resolutions adopted by our board of directors and in a certificate of designation or other appropriate filing filed as required by the DGCL. Accordingly, our board of directors, without stockholder approval, may authorize the issuance of one or more series of preferred stock with rights senior to or otherwise affecting the rights of holders of our common stock and, under certain circumstances, such issuance could discourage an attempt by others to gain control of the Company.

The creation and issuance of any series of preferred stock, and the relative rights, designations and preferences of such series, if and when established, will depend on, among other things, the Company's future capital needs, then existing market conditions and other factors that, in the judgment of our board of directors, might warrant the issuance of preferred stock.

Quorum of the Board and Manner of Acting

Under our Certificate of Incorporation and Bylaws, a majority of the entire board of directors constitutes a quorum at any meeting. Unless otherwise required by law, our Certificate of Incorporation and Bylaws, the act of a majority of the board of directors present at which a quorum is present constitutes the act of the board.

Corporate Opportunities

Under Article VIII of our Certificate of Incorporation, to the fullest extent permitted by law, each "Specified Stockholder" (as defined therein), its affiliates, and, if applicable, any Specified Stockholder Board Member (in such person's capacity as an employee or officer of the Specified Stockholder) has no duty to refrain from engaging in the same or similar business activities or lines of business as the Company, is not required to present corporate opportunities to the Company or its subsidiaries, and may pursue such opportunities for its or their own account. Acts or omissions by such persons in accordance with Article VIII will not be deemed contrary to any fiduciary duty owed to the Company or its stockholders.

Amending the Certificate of Incorporation or Bylaws

Certificate of Incorporation

Any provision of our Certificate of Incorporation may be amended, altered, changed or repealed in accordance with the DGCL; provided that holders of at least 66 2/3% of the outstanding shares of our capital stock entitled to vote must approve changes to the provisions in our Certificate of Incorporation regarding the limitation of liability and indemnification of officers and directors, and the provision governing amendment of the Certificate of Incorporation.

Bylaws

The Bylaws may be amended or repealed by our board of directors or the stockholders in accordance with the DGCL and the Certificate of Incorporation.

Anti-Takeover Provisions of the Certificate of Incorporation, Bylaws, and Provisions of Delaware Law

Our Certificate of Incorporation and Bylaws, in addition to the DGCL, contain certain provisions that might be deemed to have a potential “anti-takeover” effect. The following description of certain provisions of our Certificate of Incorporation, Bylaws and the DGCL that may have anti-takeover effects is a summary only and is subject to, and is qualified by reference to, applicable provisions of our Certificate of Incorporation and Bylaws, as well as applicable provisions of the DGCL.

Composition of the Board of Directors. Our Certificate of Incorporation provides that the Company must not have less than one nor more than 15 directors, with the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of the majority of the board of directors.

Under the Board Representative Letter Agreements, the applicable Investors have the exclusive right to designate nominees for election to certain board seats, in each case so long as the applicable ownership thresholds and other conditions in the relevant Board Representative Letter Agreement are satisfied. Except with regard to the Board Representative Letter Agreements, generally, a majority of the entire board of directors shall nominate each director.

Removal of Directors. Our Certificate of Incorporation provides that no director may be removed by the stockholders except as provided by applicable law or the Bylaws. Our Bylaws provide that a director may be removed with or without cause by the affirmative vote of holders of at least 50% of the votes entitled to be cast in the election of directors.

Ability to Call a Special Meeting. Special meetings of stockholders may be called at any time by the Chairman or the Chief Executive Officer and are required to be called by the Secretary upon the written request of (i) a majority of the Board of Directors or (ii) stockholders entitled to cast thirty percent (30%) of the votes at the meeting. No other persons may call a special meeting.

Action by Written Consent. Unless expressly prohibited by law, the Certificate of Incorporation or the Bylaws, stockholders may act without a meeting if the action is taken by written consent signed or transmitted by stockholders holding at least the minimum number of votes that would be necessary to approve such action at a meeting. Prompt notice of such action must be given to stockholders who did not consent.

Absence of Cumulative Voting. There is no cumulative voting in the election of our directors. Cumulative voting means that holders of stock of a corporation are entitled, in the election of directors, to cast a number of votes equal to the number of shares that they own multiplied by the number of directors to be elected. Because a stockholder entitled to cumulative voting may cast all of his, her or its votes for one nominee or disperse his, her or its votes among nominees as the stockholder chooses, cumulative voting is generally considered to increase the ability of minority stockholders to elect nominees to a corporation’s board of directors.

Authorized and Unissued Shares. Upon the affirmative vote of at least a majority of the entire board of directors, the authorized but unissued shares of common stock and “blank check” preferred stock will be available for future issuance without stockholder approval. These additional shares may be used for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions, and employee benefit plans. The existence of authorized but unissued and unreserved shares of common stock and preferred stock may enable the board of directors to issue shares to persons friendly to current management, which could render more difficult or discourage any attempt to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise, and thereby protect the continuity of the Company’s management.

Business Combinations under Delaware Law. The Company has not opted out of Section 203 of the DGCL in its Certificate of Incorporation. Under Section 203 of the DGCL, subject to exceptions, the Company is prohibited from engaging in any business combination with any interested stockholder for a period of three years following the time that the stockholder became an interested stockholder. For this purpose, subject to certain exceptions, an “interested stockholder” generally includes holders of 15% or more of our outstanding stock. The provisions of Section 203 may encourage companies interested in acquiring the Company to negotiate in advance with its board of directors. These provisions may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Effect of Anti-Takeover Provisions

The foregoing provisions of our Certificate of Incorporation, Bylaws and Delaware law could have the effect of discouraging an acquisition of the Company or stock purchases in furtherance of an acquisition, and could accordingly, under certain circumstances, discourage transactions that might otherwise have a favorable effect on the price of our common stock. In addition, such provisions may make the Company less attractive to a potential acquirer and/or might result in stockholders receiving a lesser amount of consideration for their shares of common stock than otherwise could have been available.

Our board of directors believes that the provisions described above are prudent and will reduce the Company’s vulnerability to takeover attempts and certain other transactions that are not negotiated with and approved by our board of directors. Our board of directors believes that these provisions are in its best interests and the best interests of our stockholders. In the board of directors’ judgment, the board of directors is in the best position to determine the Company’s true value and to negotiate more effectively for what may be in the best interests of our stockholders. Accordingly, the board of directors believes that it is in the Company’s best interests and in the best interests of our stockholders to encourage potential acquirers to negotiate directly with the board of directors and that these provisions will encourage such negotiations and discourage hostile takeover attempts.

Despite the board of directors’ belief as to the benefits of the foregoing provisions, these provisions also may have the effect of discouraging a future takeover attempt in which stockholders might receive a substantial premium for their shares over then current market prices and may tend to perpetuate existing management. As a result, stockholders who might desire to participate in such a transaction may not have an opportunity to do so. Our board of directors, however, believes that the potential benefits of these provisions outweigh their possible disadvantages.

Registration Rights Agreements

On June 19, 2017, we entered into a registration rights agreement (the “2017 Registration Rights Agreement”) with certain stockholders, pursuant to which we agreed, under specified circumstances, to register for resale shares of our common stock held by the stockholders party thereto. The 2017 Registration Rights Agreement includes customary demand, piggyback and related registration rights, subject to its terms and conditions.

In connection with the merger with Pioneer Bancshares, Inc., we entered into Amendment No. 1 to the 2017 Registration Rights Agreement, effective as of April 1, 2022, pursuant to which, among other things, JLL/FCH Holdings I, LLC was added as a “Significant Investor” thereunder.

In January 2024, in connection with our issuance of common stock to certain funds managed by Wellington Management Company LLP, we entered into a registration rights agreement (the “2024 Registration Rights Agreement”) pursuant to which we agreed, under specified circumstances, to register for resale shares of our common stock issued in that transaction.

In connection with the merger with First Foundation Inc. pursuant to the Agreement and Plan of Merger, dated as of October 27, 2025, as amended, we entered into Amendment No. 2 to the 2017 Registration Rights Agreement, effective as of April 1, 2026, pursuant to which certain former stockholders of First Foundation became parties to the 2017 Registration Rights Agreement and became entitled to the rights, and subject to the obligations, thereunder. Amendment No. 2 also provides that the closing of that merger is deemed to constitute a demand notice under the 2017 Registration Rights Agreement, requiring us to file a resale registration statement covering shares of our common stock issued to such stockholders in the merger.

Form of Amendment No. 2 to Registration Rights Agreement

**AMENDMENT NO. 2
TO
REGISTRATION RIGHTS AGREEMENT**

THIS AMENDMENT NO. 2 TO REGISTRATION RIGHTS AGREEMENT (this “*Amendment*”) is made and entered into as of April 1, 2026, by and among **FIRSTSUN CAPITAL BANCORP**, a Delaware corporation (the “*Corporation*”), the Persons executing the signature pages hereto, including the Persons listed on Exhibit A hereto (the “*First Foundation Stockholders*”).

RECITALS

WHEREAS, the Corporation, the Significant Investors and the Investors have entered into that certain Registration Rights Agreement, dated as of June 19, 2017, as amended by Amendment No. 1, dated as of June 1, 2021 (together, the “*Registration Rights Agreement*”);

WHEREAS, the Corporation has entered into that certain Agreement and Plan of Merger, dated as of October 27, 2025 (the “*First Foundation Merger Agreement*”), by and between the Corporation and First Foundation Inc., a Delaware corporation (“*First Foundation*”), pursuant to which First Foundation will merge with and into the Corporation (the “*First Foundation Merger*”), with the Corporation surviving the First Foundation Merger;

WHEREAS, Section II. 9 (Amendment and Waiver) of the Registration Rights Agreement provides that any provision of the Registration Rights Agreement may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of (a) the Corporation, (b) the Significant Investors and (c) the Holders of at least a majority of the Registrable Securities outstanding;

WHEREAS, the Corporation has completed an IPO;

WHEREAS, the Corporation, the Significant Investors and the Investors signatory hereto, which constitute each Significant Investor and the Holders of at least a majority of the Registrable Securities outstanding, now desire to amend the Registration Rights Agreement (which shall constitute the written consent of the Investors signatory hereto) to (i) add the First Foundation Stockholders as parties, (ii) waive certain piggyback registration rights in connection with the shelf registration statement, similar to the shelf registration statements previously filed for other stockholders of the Corporation, to be filed after closing of the First Foundation Merger, and (iii) acknowledge that the closing of the First Foundation Merger shall be deemed to constitute a demand notice from the First Foundation Stockholders under Section I.2 of the Registration Rights Agreement and that the Corporation shall file a shelf registration statement covering their Registrable Securities in accordance with the terms of the Registration Rights Agreement (after giving effect to the waivers set forth in this Amendment).

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Registration Rights Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Registration Rights Agreement is hereby amended as follows:

1. Effective Date of this Amendment. This Amendment will become effective on the date on which the Effective Time (as defined in the First Foundation Merger Agreement) of the transactions contemplated by the First Foundation Merger Agreement occurs (the “**Effective Date**”); provided, however, that the waivers provided herein shall be effective as of the date of this Amendment. If the Effective Time does not occur, this Amendment shall be null and void and have no effect.

2. Addition of the First Foundation Stockholders. Effective as of the Effective Date, the First Foundation Stockholders shall be added as parties to the Registration Rights Agreement and shall be entitled to all rights and subject to all obligations thereunder, as amended hereby.

3. Amendment to Exhibit A. Exhibit A to the Registration Rights Agreement is hereby amended to add the following Significant Investors: the First Foundation Stockholders.

4. Addition of Section I.11. Section I.11 of the Registration Rights Agreement is hereby amended to add a new Section I.11(d) thereto, to read as follows:

- (d) Notwithstanding any other provision in this Agreement, each First Foundation Stockholder irrevocably waives any rights or powers it may have under this **Section I.11** solely to the extent such provisions would allow it to impose a restriction on the rights of another Stockholder with respect to such Stockholder’s Company Securities.

5. Waiver of Rights. The Corporation, the Significant Investors, and the Holders of at least a majority of the Registrable Securities outstanding hereby waive any and all rights set forth in Section I.2 and/or under Section I.3 of the Registration Rights Agreement solely with respect to the resale Demand Registration to be filed for the benefit of the First Foundation Stockholders after the closing of the Merger in accordance with the terms and conditions of the First Foundation Merger Agreement and the Registration Rights Agreement.

6. Demand Notice and Shelf Registration. The parties agree that the closing of the First Foundation Merger shall be deemed to constitute a demand notice from the First Foundation Stockholders under Section I.2 of the Registration Rights Agreement, and the Corporation shall file a shelf registration statement on Form S-3 (or other available form) covering the resale of the Registrable Securities held by the First Foundation Stockholders in accordance with the terms of the Registration Rights Agreement (after giving effect to the waivers set forth in this Amendment).

7. No Other Amendments. Except as expressly modified or amended hereby, the Registration Rights Agreement is and shall remain in full force and effect.

8. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.

9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The execution of this Amendment may be by actual or facsimile signature.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above, but on the actual dates specified below.

FIRSTSUN CAPITAL BANCORP

By: _____
Name:
Title:

**FIRST FOUNDATION STOCKHOLDERS
INSERT NAME**

By: _____
Name:
Title:

INSERT NAME

By: _____
Name:
Title:

Signature Page to Amendment No. 2 to Registration Rights Agreement

Exhibit A

FIRST FOUNDATION STOCKHOLDERS

- 1. CF 1Foundation Investors LP**
 - 2. Canyon party**
 - 3. Strategic Value Investors, LP**
-

BOARD REPRESENTATIVE LETTER AGREEMENT

FirstSun Capital Bancorp
1400 16th Street, Suite 250
Denver, Colorado 80202

April 1, 2026

CF IFoundation Investors LP
c/o Fortress Investment Group
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attention: General Counsel – Credit; Credit Operations
E-mail: gccredit@fortress.com; creditoperations@fortress.com

Dear Sir or Madam:

For good and valuable consideration acknowledged to have been received, FirstSun Capital Bancorp (the “**Company**”) and CF IFoundation Investors LP, a Delaware limited partnership (the “**Investor**”), effective as of the date hereof, agree as follows:

The Company will use its best efforts to cause an individual designated for nomination by Investor (the “**Board Representative**”) to be elected or appointed to the board of directors of the Company (the “**Board**”), subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Company; provided that the Investor’s right to designate for nomination the Board Representative will continue only so long as Investor, together with its Affiliates, in the aggregate owns 40% of the total shares of the Company that the Investor owns as of the date of this letter (the “**Minimum Ownership Interest**”). As used in this letter agreement, “**Affiliates**” means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person, as such terms are used in and construed in Rule 405 under the Securities Act of 1933. For the avoidance of doubt, with respect to Investor, any entity owned by investment funds or managed accounts that are managed on a discretionary basis by Fortress Investment Group LLC or one of its Affiliates will be deemed to be an Affiliate of Investor.

So long as Investor, together with its Affiliates, has a Minimum Ownership Interest, the Company will recommend to its stockholders the election of the Board Representative to the Board at all of the Company’s meetings of stockholders at which the Board Representative is to be elected, subject to satisfaction of all legal requirements regarding service and election or appointment as a director of the Company. If Investor no longer has a Minimum Ownership Interest, Investor (i) shall promptly notify the Company of such fact, (ii) will have no further rights under Section 1(a) through (e), and (iii) at the written request of the Board, shall use commercially reasonable efforts to cause the Board Representative to resign from the Board as promptly as possible thereafter.

(a) Subject to applicable law and this Section 1, the Board Representative shall be one of the Company’s nominees to serve on the Board. The Company shall use its reasonable best efforts to have the Board Representative elected as a director of the Company by the stockholders of the Company, and the Company shall solicit proxies for the Board Representative to the same extent as it does for any of its other Company nominees to the Board.

(b) Subject to this Section 1, upon the death, resignation, retirement, disqualification, or removal from office as a member of the Board of the Board Representative, Investor shall have the right to designate the replacement for the Board Representative, provided such replacement satisfies all legal and regulatory requirements regarding service and election or appointment as a director of the Board. The Board shall use its reasonable best efforts to take all action required to fill the vacancy resulting therefrom with such person (including such person, subject to applicable Law, being one of the Company's nominees to serve on the Board), using reasonable best efforts to have such person elected as director of the Company by the stockholders of the Company and the Company soliciting proxies for such person to the same extent as it does for any of its other nominees to the Board.

(c) The Company hereby agrees that, for so long as Investor and its Affiliates in the aggregate have a Minimum Ownership Interest, and do not have a Board Representative currently serving on the Board (or whose appointment is subject to receipt of regulatory approvals), the Company shall invite a person designated by Investor (the "**Observer**") to attend meetings of the Board, in a nonvoting, nonparticipating observer capacity. The Observer shall not have any right to vote on any matter presented to the Board or any committee thereof. The Company shall give the Observer written notice of each meeting of the Board at the same time and in the same manner as the members of the Board, shall provide the Observer with all written materials and other information given to members of the Board at the same time such materials and information are given to such members (provided, however, that the Observer shall not be provided any Confidential Supervisory Information) and shall permit the Observer to attend as an observer at all meetings thereof. As used herein, Confidential Supervisory Information shall mean confidential supervisory information as defined in 12 C.F.R. § 261.2(c), non-public OCC information as defined in 12 C.F.R. § 4.32(b), and as identified in 12 C.F.R. § 309.5(g)(8). In the event the Company proposes to take any action by written consent in lieu of a meeting, the Company shall give written notice thereof to the Observer prior to the effective date of such consent describing the nature and substance of such action and including the proposed text of such written consents. Notwithstanding anything to the contrary contained in this Section 1(c): (i) the Observer may be excluded from executive sessions comprised solely of independent directors if, in the written advice of counsel, such exclusion is necessary in order for the Company to comply with applicable law or stock exchange listing standards (it being understood that it is not expected that the Observer would be excluded from routine executive sessions), and (ii) the Company and the Board shall have the right to withhold any information and to exclude the Observer from any meeting or portion thereof if doing so is, in the written advice of counsel, (A) necessary to protect the attorney-client privilege between such party and counsel, or (B) necessary to avoid a violation of any applicable Law or any fiduciary requirements under applicable law, provided that the Company shall use commercially reasonable efforts to provide such information to the Observer in a manner that does not compromise or violate (as applicable) such attorney-client privilege, fiduciary requirements or applicable Law. If Investor no longer has a Minimum Ownership Interest, Investor will have no further rights under this Section 1(c).

(d) The Board Representative shall be entitled to compensation, indemnification and insurance coverage in connection with his or her role as a director to the same extent as other directors on the Board and shall be entitled to prompt reimbursement for reasonable and documented out-of-pocket expenses incurred in attending meetings of the Board, or any committee thereof in accordance with the policies of the Company; provided, that, if the Board Representative is an employee of FIG LLC, the compensation to which such Board Representative would be entitled pursuant to this Section 1(d) shall instead be remitted to FIG LLC or its designee. The Company shall notify the Board Representative of all regular meetings and special meetings of the Board and of all regular and special meetings of any committee of the Board. The Company shall provide the Board Representative with copies of all notices, minutes, consents, and other material that it provides to all members of the Board, at the same time such materials are provided to the other respective members.

(e) The Company acknowledges that the Board Representative may have certain rights to indemnification, advancement of expenses, and/or insurance provided by Investor and/or its respective Affiliates (collectively, the “**Investor Indemnitors**”). The Company hereby agrees that, with respect to a claim by a Board Representative for indemnification arising out of his or her service as a director of the Company, (1) it is the indemnitor of first resort (*i.e.*, its obligations to the Board Representative with respect to indemnification, advancement of expenses, and/or insurance (which obligations shall be the same as, but in no event greater than, any such obligations to members of the Board) are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Board Representative are secondary), and (2) the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Board Representative against the Company.

(f) In addition to the foregoing, the Company will reimburse Investor and its Affiliates for all reasonable fees and expenses arising out of or related to the Board Representative’s or the Observer’s travel to in person meetings of the Board, to the same extent as other directors on the Board.

(g) Notwithstanding anything to the contrary contained in this Section 1, the Board may exclude the Board Representative and/or the Observer from portions of meetings of the Board to the extent that the Board will be discussing (i) any matters directly related to Investor or (ii) any exam or other confidential correspondence constituting Confidential Supervisory Information with the Federal Reserve, the FDIC, or the OCC, in each case under clauses (i) and (ii) herein to the extent required by applicable law as reasonably determined by the Company’s legal counsel.

(h) Investor covenants and agrees to hold any information obtained from its Board Representative or Observer in confidence, and to cause its Observer to agree to hold in confidence and to act in a fiduciary manner with respect to all information provided to such Observer, in each case except to the extent that such information (i) was previously known by or in the possession of such party on a nonconfidential basis, (ii) is or becomes in the public domain through no fault of such party, (iii) is later lawfully acquired from other sources by the party to which it was furnished, or (iv) is independently developed by such party without the use of such information. Each of the parties to this letter agreement hereby acknowledges that they are aware, and will ensure that their representatives and Affiliates are aware, that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

2. **Confidentiality.** Each party to this letter agreement will hold, and will use commercially reasonable efforts to cause its respective Affiliates and its and their respective directors, officers, employees, agents, consultants, managers, investors and advisors to hold, in strict confidence, unless disclosure to any court, administrative agency or commission or other governmental or regulatory authority or instrumentality or self-regulatory organization (each, a “***Governmental Entity***”) is reasonably necessary or appropriate in connection with any necessary regulatory approval, or request for information or similar process, or unless compelled to disclose by judicial or administrative process or, based on the advice of its counsel, by another requirement of law or the applicable requirements of any Governmental Entity (in which case, the party permitted to disclose such information shall, to the extent legally permissible and reasonably practicable, provide the other party with prior written notice of such permitted disclosure so that such other party may seek confidential treatment of such information from the applicable Governmental Entity), all nonpublic records, books, contracts, instruments, computer data and other data and information (collectively, “***Information***”) concerning the other party hereto furnished to it by such other party or its representatives pursuant to this letter agreement (except to the extent that such information can be shown to have been (a) previously known by such party on a nonconfidential basis, (b) in the public domain through no fault of such party, (c) later lawfully acquired from other sources by the party to which it was furnished, or (d) independently developed or conceived by such party without use of such Information), and neither party hereto shall release or disclose such Information to any other person, except its Affiliates, and its and their respective directors, officers, employees, partners, investors, auditors, attorneys, financial advisors, other consultants and advisors with the express understanding that such parties will maintain the confidentiality of the Information and, to the extent permitted above, to Governmental Entities; provided, however, that (i) the Investor is permitted to disclose Information to auditors and bank and securities regulatory authorities without prior written notice to the Company in connection with any audit or examination that does not explicitly reference the Company or this letter agreement and (ii) the Investor may identify the Company and the number and value of the Investor’s security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies without prior notice to or consent from the Company.

3. **Miscellaneous.**

(a) **Notices.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or e-mail (provided the sender receives a machine-generated confirmation of successful facsimile transmission or e-mail notification or confirmation of receipt of an e-mail transmission) at the facsimile number or e-mail address specified in this Section 3(a) prior to 5:00 p.m., New York City time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section 3(a) on a day that is not a Business Day or later than 5:00 p.m., New York City time, on any business day, (c) the business day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:

FirstSun Capital Bancorp
1400 16th Street, Suite 250
Denver, Colorado 80202
Attention: Mollie H. Carter

With a copy to:

Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attention: J. Brennan Ryan
Telephone: (404) 322-6444
Email: brennan.ryan@nelsonmullins.com

If to the Investor: To the address on record with the Company

or such other address as may be designated in writing hereafter, in the same manner, by such person.

(b) Successors and Assigns. The provisions of this letter agreement may not be assigned by the Investor without the prior written consent of the Company, which consent may be withheld by the Company in its sole discretion, and any purported assignment shall be null and void in the absence of such consent; provided, however that the Investor may assign its rights hereunder in whole or in part to one or more of its Affiliates without the Company's consent. Subject to the foregoing restriction on assignment, this letter agreement will be binding upon, and will inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Nothing in this letter agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this letter agreement, except as expressly provided in this letter agreement.

(c) Governing Law. This letter agreement will be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and to be performed entirely within such state. Each party agrees that all proceedings concerning the interpretations, enforcement, and defense of this letter agreement (whether brought against a party hereto or its respective affiliates, employees, or agents) may be commenced on an exclusive basis in the Delaware courts. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Delaware courts for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such Delaware court, or that such proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this letter agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by Law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS.**

(d) Severability. If any provision of this letter agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this letter agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this letter agreement.

(e) Amendments; Waivers, No Additional Consideration. No amendment or waiver of any provision of this letter agreement will be effective with respect to any party unless made in writing and signed by an officer or a duly authorized representative of such party. No waiver of any default with respect to any provision, condition or requirement of this letter agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition, or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) Construction. The headings herein are for convenience only, do not constitute a part of this letter agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this letter agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This letter agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this letter agreement.

(g) No Third-Party Beneficiaries. This letter agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person, other than Investor Indemnitors.

(h) Delivery by Facsimile or Electronic Transmission. This letter agreement and any signed agreement or instrument entered into in connection with this letter agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this letter agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

(i) Counterparts. This letter agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

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FIRSTSUN CAPITAL BANCORP

By: */s/ Neal E. Arnold*

Name: Neal E. Arnold

Title: President & Chief Executive Officer

[Signature Page to the Board Representative Letter Agreement]

Agreed and acknowledged as of the date first above written:

CF 1FOUNDATION INVESTORS LP

By: CF 1Foundation GP, LLC, its general partner

By: /s/ Scott Desiderio

Name: Scott Desiderio

Title: Chief Financial Officer

[Signature Page to the Board Representative Letter Agreement]

BOARD REPRESENTATIVE LETTER AGREEMENT

FirstSun Capital Bancorp
1400 16th Street, Suite 250
Denver, Colorado 80202

April 1, 2026

The Canyon Value Realization Master Fund, L.P.
c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attn: legal@canyonpartners.com

Canyon Balanced Master Fund, Ltd.
c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attn: legal@canyonpartners.com

Canyon ESG Master Fund, L.P.
c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attn: legal@canyonpartners.com

Canyon Distressed TX (A) LLC
c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attn: legal@canyonpartners.com

CDOF IV Master Fund, L.P.
c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attn: legal@canyonpartners.com

Dear Sir or Madam:

For good and valuable consideration acknowledged to have been received, FirstSun Capital Bancorp (the “*Company*”) and the entities listed on Exhibit A (collectively, the “*Investor*”), effective as of the date hereof, agree as follows.

1. The Company will use its best efforts to cause an individual designated for nomination by Investor (the “**Board Designee**”) to be elected or appointed to the board of directors of the Company (the “**Board**”), subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Company; provided that Investor’s right to designate for nomination the Board Designee will continue only so long as Investor, together with its Affiliates, in the aggregate owns 40% of the total shares of the Company that the Investor owns as of the date of this letter (the “**Minimum Ownership Interest**”). As used in this letter agreement, “**Affiliates**” means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person, as such terms are used in and construed in Rule 405 under the Securities Act of 1933. With respect to Investor, any investment fund or managed account that is managed on a discretionary basis by the same investment manager or advisor as Investor or an investment manager or advisor that is an affiliate of the Investor’s investment manager or advisor will be deemed to be an Affiliate of Investor.

So long as Investor, together with its Affiliates, has a Minimum Ownership Interest, the Company will recommend to its stockholders the election of the Board Designee to the Board at all of the Company’s meetings of stockholders (or the solicitation of written consents in lieu of a shareholder meeting) in which the Board Designee is to be elected, subject to satisfaction of all legal requirements regarding service and election or appointment as a director of the Company. If Investor no longer has a Minimum Ownership Interest, Investor (i) shall promptly notify the Company of such fact, (ii) will have no further rights under Section 1(a) through (e), and (iii) at the written request of the Board, shall use commercially reasonable efforts to cause the Board Designee to resign from the Board as promptly as possible thereafter.

(a) Subject to applicable law and this Section 1, the Board Designee shall be one of the Company’s nominees to serve on the Board. The Company shall use its reasonable best efforts to have the Board Designee elected as a director of the Company by the stockholders of the Company, and the Company shall solicit proxies for the Board Designee to the same extent as it does for any of its other Company nominees to the Board.

(b) Subject to this Section 1, upon the death, resignation, retirement, disqualification, or removal from office as a member of the Board of the Board Designee, Investor shall have the right to designate the replacement for the Board Designee, provided such replacement satisfies all legal and regulatory requirements regarding service and election or appointment as a director of the Board. The Board shall use its reasonable best efforts to take all action required to fill the vacancy resulting therefrom with such person (including such person, subject to applicable law, being one of the Company’s nominees to serve on the Board), using reasonable best efforts to have such person elected as director of the Company by the stockholders of the Company and the Company soliciting proxies for such person to the same extent as it does for any of its other nominees to the Board.

(c) The Company hereby agrees that, for so long as Investor and its Affiliates in the aggregate have a Minimum Ownership Interest, and do not have a Board Designee currently serving on the Board (or have a Board Designee whose appointment is subject to receipt of regulatory approvals), the Company shall invite a person designated by Investor (the “**Observer**”) to attend meetings of the Board, in a nonvoting, nonparticipating observer capacity. The Observer shall not have any right to vote on any matter presented to the Board or any committee thereof. The Company shall give the Observer written notice of each meeting of the Board at the same time and in the same manner as the members of the Board, shall provide the Observer with all written materials and other information given to members of the Board at the same time such materials and information are given to such members (provided, however, that the Observer shall not be provided any Confidential Supervisory Information) and shall permit the Observer to attend as an observer at all meetings thereof. As used herein, Confidential Supervisory Information shall mean confidential supervisory information as defined in 12 C.F.R. § 261.2(c), non-public OCC information as defined in 12 C.F.R. § 4.32(b), and as identified in 12 C.F.R. § 309.5(g)(8). In the event the Company proposes to take any action by written consent in lieu of a meeting, the Company shall give written notice thereof to the Observer prior to the effective date of such consent describing the nature and substance of such action and including the proposed text of such written consents. Notwithstanding anything to the contrary contained in this Section 1(c): (i) the Observer may be excluded from executive sessions comprised solely of independent directors if, in the written advice of counsel, such exclusion is necessary in order for the Company to comply with applicable law or stock exchange listing standards (it being understood that it is not expected that the Observer would be excluded from routine executive sessions), and (ii) the Company and the Board shall have the right to withhold any information and to exclude the Observer from any meeting or portion thereof if doing so is, in the written advice of counsel, (A) necessary to protect the attorney-client privilege between such party and counsel, or (B) necessary to avoid a violation of any applicable law or any fiduciary requirements under applicable law, provided that the Company shall use commercially reasonable efforts to provide such information to the Observer in a manner that does not compromise or violate (as applicable) such attorney-client privilege, fiduciary requirements or applicable law. If Investor no longer has a Minimum Ownership Interest, Investor will have no further rights under this Section 1(c).

(d) The Board Designee shall be entitled to compensation and indemnification and insurance coverage in connection with his or her role as a director to the same extent as other directors on the Board and shall be entitled to prompt reimbursement for reasonable and documented out-of-pocket expenses incurred in attending meetings of the Board, or any committee thereof in accordance with the policies of the Company. The Company shall notify the Board Designee of all regular meetings and special meetings of the Board and of all regular and special meetings of any committee of the Board. The Company shall provide the Board Designee with copies of all notices, minutes, consents, and other material that it provides to all members of the Board, at the same time such materials are provided to the other respective members.

(e) The Company acknowledges that the Board Designee may have certain rights to indemnification, advancement of expenses, and/or insurance provided by Investor and/or its respective Affiliates (collectively, the “**Investor Indemnitors**”). The Company hereby agrees that, with respect to any claim by a Board Designee for indemnification arising out of his or her service as a director of the Company, (1) it is the indemnitor of first resort (*i.e.*, its obligations to the Board Designee with respect to indemnification, advancement of expenses, and/or insurance (which obligations shall be the same as, but in no event greater than, any such obligations to other members of the Board) are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Board Designee are secondary), and (2) the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Board Designee against the Company.

(f) In addition to the foregoing, the Company will reimburse Investor and its Affiliates for all reasonable fees and expenses arising out of or related to the Board Designee's or the Observer's travel to in person meetings of the Board, to the same extent as other directors on the Board.

(g) Notwithstanding anything to the contrary contained in this Section 1, the Board may exclude the Board Designee and/or the Observer from portions of meetings of the Board to the extent that the Board will be discussing (i) any matters directly related to Investor or (ii) any exam or other confidential correspondence constituting Confidential Supervisory Information with the Federal Reserve, the FDIC, or the OCC, in each case under clauses (i) and (ii) herein to the extent required by applicable law as reasonably determined by the Company's legal counsel.

(h) Investor covenants and agrees to hold any information obtained from its Board Designee or Observer in confidence, and to cause its Observer to agree to hold in confidence and to act in a fiduciary manner with respect to all information provided to such Observer, in each case except to the extent that such information (i) was previously known by or in the possession of such party on a nonconfidential basis, (ii) is or becomes in the public domain through no fault of such party, (iii) is later lawfully acquired from other sources by the party to which it was furnished, or (iv) is independently developed by such party without the use of such information. Each of the parties to this letter agreement hereby acknowledges that they are aware, and will ensure that their representatives and affiliates are aware, that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

2. **Confidentiality.** Each party to this letter agreement will hold, and will use commercially reasonable efforts to cause its respective Affiliates and its and their respective directors, officers, employees, agents, consultants, managers, investors and advisors to hold, in strict confidence, unless disclosure to any court, administrative agency or commission or other governmental or regulatory authority or instrumentality or self-regulatory organization (each, a "**Governmental Entity**") is reasonably necessary or appropriate in connection with any necessary regulatory approval, or request for information or similar process, or unless compelled to disclose by judicial or administrative process or, based on the advice of its counsel, by another requirement of law or the applicable requirements of any Governmental Entity (in which case, the party permitted to disclose such information shall, to the extent legally permissible and reasonably practicable, provide the other party with prior written notice of such permitted disclosure so that such other party may seek confidential treatment of such information from the applicable Governmental Entity), all nonpublic records, books, contracts, instruments, computer data and other data and information (collectively, "**Information**") concerning the other party hereto furnished to it by such other party or its representatives pursuant to this letter agreement (except to the extent that such information can be shown to have been (a) previously known by such party on a nonconfidential basis, (b) in the public domain through no fault of such party, (c) later lawfully acquired from other sources by the party to which it was furnished, or (d) independently developed or conceived by such party without use of such Information), and neither party hereto shall release or disclose such Information to any other person, except its Affiliates, and its and their respective directors, officers, employees, partners, investors, auditors, attorneys, financial advisors, other consultants and advisors with the express understanding that such parties will maintain the confidentiality of the Information and, to the extent permitted above, to Governmental Entities; provided, however, that (i) the Investor is permitted to disclose Information to auditors and bank and securities regulatory authorities without prior written notice to the Company in connection with any audit or examination that does not explicitly reference the Company or this letter agreement and (ii) the Investor may identify the Company and the number and value of the Investor's security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies without prior notice to or consent from the Company.

3. **Miscellaneous.**

(a) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or e-mail (provided the sender receives a machine-generated confirmation of successful facsimile transmission or e-mail notification or confirmation of receipt of an e-mail transmission) at the facsimile number or e-mail address specified in this Section 3(a) prior to 5:00 p.m., New York City time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section 3(a) on a day that is not a Business Day or later than 5:00 p.m., New York City time, on any business day, (c) the business day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:

FirstSun Capital Bancorp
1400 16th Street, Suite 250
Denver, Colorado 80202
Attention: Mollie H. Carter

With a copy to:

Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attention: J. Brennan Ryan
Telephone: (404) 322-6444
Email: brennan.ryan@nelsonmullins.com

If to the Investor:

c/o Canyon Capital Advisors LLC
2728 N. Harwood Street, 2nd Floor
Dallas, TX 75201
Attention: Legal Department
Email: legal@canyonpartners.com

With a copy (which shall not constitute notice) to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: James Hu; Adrian Rae Leipsic; Adam Fleisher
Email: jjhu@cgsh.com; aleipsic@cgsh.com; afleisher@cgsh.com

or such other address as may be designated in writing hereafter, in the same manner, by such person.

(b) Successors and Assigns. The provisions of this letter agreement may not be assigned by the Investor without the prior written consent of the Company, which consent may be withheld by the Company in its sole discretion, and any purported assignment shall be null and void in the absence of such consent; provided, however that the Investor may assign its rights hereunder in whole or in part to one or more of its Affiliates without the Company's consent. Subject to the foregoing restriction on assignment, this letter agreement will be binding upon, and will inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Nothing in this letter agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this letter agreement, except as expressly provided in this letter agreement.

(c) Governing Law. This letter agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such state. Each party agrees that all proceedings concerning the interpretations, enforcement, and defense of this letter agreement (whether brought against a party hereto or its respective affiliates, employees, or agents) may be commenced on an exclusive basis in the Delaware courts. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Delaware courts for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such Delaware court, or that such proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this letter agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS.**

(d) Severability. If any provision of this letter agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this letter agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this letter agreement.

(e) Amendments; Waivers, No Additional Consideration. No amendment or waiver of any provision of this letter agreement will be effective with respect to any party unless made in writing and signed by an officer or a duly authorized representative of such party. No waiver of any default with respect to any provision, condition or requirement of this letter agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition, or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) Construction. The headings herein are for convenience only, do not constitute a part of this letter agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this letter agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This letter agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this letter agreement.

(g) No Third-Party Beneficiaries. This letter agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person, other than Investor Indemnitors.

(h) Delivery by Facsimile or Electronic Transmission. This letter agreement and any signed agreement or instrument entered into in connection with this letter agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this letter agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

(i) Counterparts. This letter agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FIRSTSUN CAPITAL BANCORP

By: */s/ Neal E. Arnold*

Name: Neal E. Arnold

Title: President & Chief Executive Officer

[Signature Page to the Letter Agreement]

Agreed and acknowledged as of the date first above written:

THE CANYON VALUE REALIZATION MASTER FUND, L.P.

By: Canyon Capital Advisors, LLC, its Investment Advisor

By: /s/ Jonathan M. Kaplan

Name: Jonathan M. Kaplan

Title: Authorized Signatory

CANYON BALANCED MASTER FUND, LTD.

By: Canyon Capital Advisors, LLC, its Investment Advisor

By: /s/ Jonathan M. Kaplan

Name: Jonathan M. Kaplan

Title: Authorized Signatory

CANYON ESG MASTER FUND, L.P.

By: Canyon Capital Advisors, LLC, its Investment Advisor

By: /s/ Jonathan M. Kaplan

Name: Jonathan M. Kaplan

Title: Authorized Signatory

CANYON DISTRESSED TX (A) LLC

By: Canyon Capital Advisors, LLC, its Investment Advisor

By: /s/ Jonathan M. Kaplan

Name: Jonathan M. Kaplan

Title: Authorized Signatory

CDOF IV MASTER FUND, L.P.

By: Canyon Capital Advisors, LLC, its Investment Advisor

By: /s/ Jonathan M. Kaplan

Name: Jonathan M. Kaplan

Title: Authorized Signatory

[Signature Page to Letter Agreement]

Exhibit A

1. The Canyon Value Realization Master Fund, L.P.
 2. Canyon Balanced Master Fund, Ltd.
 3. Canyon ESG Master Fund, L.P.
 4. Canyon Distressed TX (A) LLC
 5. CDOF IV Master Fund, L.P.
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SECOND SUPPLEMENTAL INDENTURE
(3.50% Fixed-to-Floating Rate Subordinated Notes due 2032)

THIS SECOND SUPPLEMENTAL INDENTURE dated as of March 31, 2026 is by and among U. S. Bank National Association, a national banking association (herein, the “Trustee”), FirstSun Capital Bancorp, a Delaware corporation (the “Successor Company”), and First Foundation Inc., a Delaware corporation (the “Company”) and the “Company” under the Indenture.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Trustee, the Company, and the Successor Company hereby agree as follows:

PRELIMINARY STATEMENTS

The Trustee and the Company are parties to that certain Indenture dated as of January 24, 2022 (the “Indenture”), pursuant to which the Company issued U.S. \$150,000,000 of its 3.50% Fixed-to-Floating Rate Subordinated Notes due 2032 (the “Notes”), as supplemented by that certain First Supplemental Indenture dated as of January 24, 2022.

As permitted by the terms of the Indenture, the Company, simultaneously with the effectiveness of this Second Supplemental Indenture, shall merge (referred to herein and for purposes of Article VIII of the Indenture as the “Merger”) with and into Successor Company, with the Successor Company as the surviving corporation. The parties hereto are entering into this Second Supplemental Indenture pursuant to, and in accordance with, Section 9.01(1) of the Indenture.

Section 1. Definitions. All capitalized terms used herein which are defined in the Indenture, either directly or by reference therein, shall have the respective meanings assigned them in the Indenture except as otherwise provided herein or unless the context otherwise requires.

Section 2. Interpretation.

- (a) In this Second Supplemental Indenture, unless a clear contrary intention appears:
 - (i) the singular number includes the plural number and vice versa;
 - (ii) reference to any gender includes the other gender;
 - (iii) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Section or other subdivision;
 - (iv) reference to any person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are
-

permitted by this Second Supplemental Indenture or the Indenture, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually provided that nothing in this clause (iv) is intended to authorize any assignment not otherwise permitted by this Second Supplemental Indenture or the Indenture;

- (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, as well as any substitution or replacement therefor and reference to any note includes modifications thereof and any note issued in extension or renewal thereof or in substitution or replacement therefor;
 - (vi) reference to any Section means such Section of this Second Supplemental Indenture; and
 - (vii) the word “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.
- (b) No provision in this Second Supplemental Indenture shall be interpreted or construed against any Person because that Person or its legal representative drafted such provision.

Section 3. Assumption of Obligations.

- (a) Pursuant to, and in compliance and accordance with, Section 8.02 of the Indenture, the Successor Company hereby expressly and unconditionally assumes the due and punctual payment of the principal of (and premium, if any) and interest on, all of the Notes in accordance with their terms, and the due and punctual performance and observance of each and every covenant and condition of the Company under the Indenture, all as if the Successor Company were the Company thereunder.
- (b) Pursuant to, and in compliance and accordance with, Section 8.02 of the Indenture, the Successor Company succeeds to, is substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor Company had originally been named in the Indenture as the Company.

Section 4. Representations and Warranties. The Successor Company represents and warrants that (a) it has all necessary power and authority to execute and deliver this Second Supplemental Indenture and to perform the covenants and obligations of the Indenture, (b) it is the successor of the existing issuer pursuant to a valid merger effected in accordance with applicable law, (c) it is a corporation organized and existing under the laws of the State of Delaware, (d) both immediately before and after giving effect to this Second Supplemental Indenture, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and is continuing and (e) this Second Supplemental Indenture is executed and delivered pursuant to Section 9.01(1) of the Indenture and does not require the consent of the securityholders.

Section 5. Conditions of Effectiveness. This Second Supplemental Indenture shall become effective simultaneously with the effectiveness of the Merger, provided, however, that:

- (a) the Trustee shall have executed a counterpart of this Second Supplemental Indenture and shall have received a counterpart of this Second Supplemental Indenture executed by the Company and the Successor Company.
- (b) the Trustee shall have received an Officers' Certificate substantially in the form attached hereto as Exhibit A.
- (c) the Trustee shall have received an Opinion of Counsel substantially in the form attached hereto as Exhibit B.
- (d) The Successor Company and the Company shall have duly executed and filed with the Secretary of State of the State of Delaware a Certificate of Merger in connection with the Merger.

Section 6. Reference to the Indenture.

- (a) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "herein" or words of like import shall mean and be a reference to the Indenture, as affected, amended and supplemented hereby.
- (b) Upon the effectiveness of this Second Supplemental Indenture, each reference in the Notes to the Indenture including each term defined by reference to the Indenture shall mean and be a reference to the Indenture or such term, as the case may be, as affected, amended and supplemented hereby.
- (c) The Indenture, as amended and supplemented hereby, shall remain in full force and effect and is hereby ratified and confirmed.

Section 7. Addresses for Notices. All notices or other communications to be addressed to the Company as contemplated by Section 1.05 of the Indenture shall be addressed to the Successor Company as follows:

FirstSun Capital Bancorp 8117 Preston Road, Suite 220
Dallas, Texas 75225 Attention: Neal Arnold
Email: neal.arnold@sunflowerbank.com

With a copy to: Rob Cafera
Email: robert.cafera@sunflowerbank.com

Section 8. Execution in Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

Section 9. Governing Law; Binding Effect. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective successors and assigns.

Section 10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company or the Successor Company. The recitals of fact contained herein shall be taken as the statements solely of the Company or the Successor Company, and the Trustee assumes no responsibility for the correctness thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK TRUST COMPANY NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Bradley E. Scarbrough

Name: Bradley E. Scarbrough

Title: Vice President

FIRSTSUN CAPITAL BANCORP

By: /s/ Neal E. Arnold

Name: Neal E. Arnold

Title: President & Chief Executive Officer

FIRST FOUNDATION INC.

By: /s/ Thomas Shafer

Name: Thomas Shafer

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and effective as of the day and year first written above, by their respective officers thereunto duly authorized.

U. S. BANK TRUST COMPANY NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Name:
Title:

FIRSTSUN CAPITAL BANCORP

By: /s/ Neal E. Arnold
Name: Neal E. Arnold
Title: President & Chief Executive Officer

FIRST FOUNDATION INC.

By: /s/ Thomas Shafer
Name: Thomas Shafer
Title: Chief Executive Officer

*[Signature Page of Second Supplemental Indenture – 3.50% Fixed-to-Floating Rate
Subordinated Notes due 2032]*

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“**Agreement**”), dated as of [●], is by and between FirstSun Capital Bancorp, a Delaware corporation (the “**Company**”) and [●] (the “**Indemnitee**”).

WHEREAS, the board of directors of the Company (the “**Board**”) has determined that enhancing the ability of the Company to retain and attract as directors and officers the most capable persons is in the best interests of the Company and that the Company therefore should seek to assure such persons that indemnification and insurance coverage is available; and

WHEREAS, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to induce Indemnitee to provide or continue to provide services to the Company and to enhance Indemnitee’s ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company’s certificate of incorporation or bylaws (collectively, the “**Constituent Documents**”), any change in the composition of the Board or any change in control or business combination transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses (as defined in Section 1(f) below) to, Indemnitee as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the Indemnitee’s agreement to provide or continue to provide services to the Company, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “**Beneficial Owner**” has the meaning given to the term “beneficial owner” in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

(b) “**Change in Control**” means the occurrence after the date of this Agreement of any of the following events:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the Company’s then outstanding Voting Securities unless the change in relative Beneficial Ownership of the Company’s securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(ii) the consummation of a reorganization, merger or consolidation, unless immediately following such reorganization, merger or consolidation, all of the Beneficial Owners of the Voting Securities of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the entity resulting from such transaction;

(iii) during any period of two consecutive years, not including any period prior to the execution of this Agreement, individuals who at the beginning of such period constituted the Board (including for this purpose any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board; or

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(c) **"Claim"** means:

(i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or

(ii) any inquiry, hearing or investigation that the Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(d) **"Delaware Court"** means the Court of Chancery of the State of Delaware.

(e) **"Disinterested Director"** means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee.

(f) **"Expenses"** means any and all expenses, including reasonable attorneys' and experts' fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 5 only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) **“Expense Advance”** means any payment of Expenses advanced to Indemnitee by the Company pursuant to Section 4 or Section 5 hereof.

(h) **“Indemnifiable Event”** means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director, officer, employee or agent of the Company or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise (collectively with the Company, **“Enterprise”**) or by reason of an action or inaction by Indemnitee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement).

(i) **“Independent Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently performs, nor in the past five (5) years has performed, services for either: (i) the Company or Indemnitee (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term **“Independent Counsel”** shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(j) **“Losses”** means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

(k) **“Person”** means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity and includes the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act.

(l) **“Standard of Conduct Determination”** shall have the meaning ascribed to it in Section 9(b) below.

(m) **“Voting Securities”** means any securities of the Company that vote generally in the election of directors.

2. Services to the Company. Indemnitee agrees to serve or continue to serve as a director or officer of the Company or any of its subsidiaries for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is no longer serving in such capacity. This Agreement shall not be deemed an employment agreement between the Company (or any of its subsidiaries or other Enterprise) and Indemnitee. Indemnitee specifically acknowledges that his or her employment with or service to the Company, as applicable, or any of its subsidiaries or other Enterprise is at will and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment or other agreement between Indemnitee and the Company (or any of its subsidiaries or other Enterprise) or, with respect to service as a director or officer of the Company, by the Company's Constituent Documents or Delaware law.

3. Indemnification. Subject to Section 9 and Section 10 of this Agreement, the Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in whole or in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which the Indemnitee is solely a witness.

4. Advancement of Expenses. Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any Claim by final adjudication to which there are no further rights of appeal, of any and all Expenses actually and reasonably paid or incurred by Indemnitee in connection with any Claim arising out of an Indemnifiable Event. Indemnitee's right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within forty-five (45) calendar days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances, Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Execution and delivery to the Company of this Agreement by Indemnitee constitutes an undertaking by the Indemnitee, and Indemnitee hereby agrees, to repay any amounts paid, advanced or reimbursed by the Company pursuant to this Section 4 in respect of Expenses relating to, arising out of or resulting from any Claim in respect of which it shall be determined, pursuant to Section 9, following the final disposition of such Claim, that Indemnitee is not entitled to indemnification hereunder. No other form of undertaking shall be required other than the execution of this Agreement. Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured and no interest shall be charged thereon.

5. Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 4, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect relating to Claims relating to Indemnifiable Events, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company. However, in the event that Indemnitee is ultimately determined not to be entitled to such indemnification or insurance recovery, as the case may be, then all amounts advanced under this Section 5 shall be repaid. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith.

6. Partial Indemnity. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

7. Notification and Defense of Claims.

(a) Notification of Claims. Indemnatee shall notify the Company in writing as soon as practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnatee could seek Expense Advances, including a brief description (based upon information then available to Indemnatee) of the nature of, and the facts underlying, such Claim. The failure by Indemnatee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder unless such failure materially prejudices the Company.

(b) Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnatee. After notice from the Company to Indemnatee of its election to assume the defense of any such Claim, the Company shall not be liable to Indemnatee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnatee in connection with Indemnatee's defense of such Claim other than reasonable costs of investigation or as otherwise provided below. Indemnatee shall have the right to employ its own legal counsel in such Claim, but all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense shall be at Indemnatee's own expense; provided, however, that if (i) Indemnatee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnatee has reasonably determined that there may be a conflict of interest between Indemnatee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnatee's employment of its own counsel has been approved by the Independent Counsel or (iv) the Company shall not in fact have employed counsel to assume the defense of such Claim, then Indemnatee shall be entitled to retain its own separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any such Claim) and all Expenses related to such separate counsel shall be borne by the Company within not more than forty-five (45) calendar days after any request therefor by Indemnatee.

8. Procedure upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnatee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnatee and is reasonably necessary to determine whether and to what extent Indemnatee is entitled to indemnification following the final disposition of the Claim. Indemnification shall be made insofar as the Company determines Indemnatee is entitled to indemnification in accordance with Section 9 below.

9. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) To the extent that Indemnatee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnatee shall be indemnified against all Losses relating to such Claim in accordance with Section 3 to the fullest extent allowable by law.

(ii) To the extent that Indemnatee's involvement in a Claim relating to an Indemnifiable Event is to prepare to serve and serve as a witness, and not as a party, the Indemnatee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law.

(b) Standard of Conduct. To the extent that the provisions of Section 9(a) are inapplicable to a Claim related to an Indemnifiable Event that shall have been finally disposed of, any determination of whether Indemnatee has satisfied any applicable standard of conduct under Delaware law that is a legally required condition to indemnification of Indemnatee hereunder against Losses relating to such Claim and any determination that Expense Advances must be repaid to the Company (a "**Standard of Conduct Determination**") shall be made as follows:

(i) if no Change in Control has occurred, (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum or (C) if there are no such Disinterested Directors, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnatee; and

(ii) if a Change in Control shall have occurred, (A) if the Indemnatee so requests in writing, by a majority vote of the Disinterested Directors, even if less than a quorum of the Board or (B) otherwise, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnatee.

The Company shall indemnify and hold harmless Indemnatee against and, if requested by Indemnatee, shall reimburse Indemnatee for, or advance to Indemnatee, within forty-five (45) calendar days of such request, any and all Expenses incurred by Indemnatee in cooperating with the Person or Persons making such Standard of Conduct Determination.

(c) Making the Standard of Conduct Determination. The Company shall use its reasonable best efforts to cause any Standard of Conduct Determination required under Section 9(b) to be made as promptly as practicable. If the Person or Persons designated to make the Standard of Conduct Determination under Section 9(b) shall not have made a determination within forty-five (45) calendar days after the later of (A) receipt by the Company of a written request from Indemnatee for indemnification pursuant to Section 8 (the date of such receipt being the “**Notification Date**”) and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, then Indemnatee shall be deemed to have satisfied the applicable standard of conduct, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee’s statement not materially misleading, in connection with the request for indemnification, or (ii) a final judicial determination that any or all such indemnification is expressly prohibited under applicable law; provided that such forty-five (45) calendar day period may be extended for a reasonable time, not to exceed an additional forty-five (45) calendar days, if the Person or Persons making such determination in good faith requires such additional time to obtain or evaluate information relating thereto. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnatee to indemnification under this Agreement shall be required to be made prior to the final disposition of any Claim.

(d) Payment of Indemnification. If, in regard to any Losses:

(i) Indemnatee shall be entitled to indemnification pursuant to Section 9(a);

(ii) no Standard of Conduct Determination is legally required as a condition to indemnification of Indemnatee hereunder; or

(iii) Indemnatee has been determined or deemed pursuant to Section 9(b) or Section 9(c) to have satisfied the Standard of Conduct Determination, then the Company shall pay to Indemnatee, within twenty calendar (20) days after the later of (A) the Notification Date or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) is satisfied, an amount equal to such Losses.

(e) Selection of Independent Counsel for Standard of Conduct Determination. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(i), the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 9(b)(ii), the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnitee or the Company, as applicable, may, within ten calendar (10) days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of “Independent Counsel” in Section 1(i), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the individual or firm so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit; and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences, the introductory clause of this sentence and numbered clause (i) of this sentence shall apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 9(e) to make the Standard of Conduct Determination shall have been selected within twenty calendar (20) days after the Company gives its initial notice pursuant to the first sentence of this Section 9(e) or Indemnitee gives its initial notice pursuant to the second sentence of this Section 9(e), as the case may be, either the Company or Indemnitee may petition the Delaware Court to resolve any objection which shall have been made by the Company or Indemnitee to the other’s selection of Independent Counsel and/or to appoint as Independent Counsel an individual or firm to be selected by the Court or such other individual or firm as the Court shall designate, and the individual or firm with respect to whom all objections are so resolved or the individual or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel’s determination pursuant to Section 9(b).

(f) Presumptions and Defenses.

(i) Indemnitee’s Entitlement to Indemnification. In making any Standard of Conduct Determination, the Person or Persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled. Any Standard of Conduct Determination that is adverse to Indemnitee may be challenged by the Indemnitee in the Delaware Court. No determination by the Company (including by its directors or any Independent Counsel) that Indemnitee has not satisfied any applicable standard of conduct may be used as a defense to any legal proceedings brought by Indemnitee to secure indemnification or reimbursement or advance payment of Expenses by the Company hereunder or create a presumption that Indemnitee has not met any applicable standard of conduct.

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, will not create a presumption that Indemnitee did not meet any applicable standard of conduct or have any particular belief, or that indemnification hereunder is otherwise not permitted.

(iv) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that the Indemnitee did not satisfy the applicable standard of conduct shall be on the Company.

(v) Resolution of Claims. The Company acknowledges that a settlement or other disposition short of final judgment may be successful on the merits or otherwise for purposes of Section 9(a)(i) if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Claim relating to an Indemnifiable Event to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, Claim or proceeding with or without payment of money or other consideration), it shall be presumed that Indemnitee has been successful on the merits or otherwise for purposes of Section 9(a)(i). The Company shall have the burden of proof to overcome this presumption.

10. Exclusions from Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to:

(a) indemnify or advance funds to Indemnitee for Expenses or Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, officers, employees or other indemnitees and not by way of defense, except:

(i) proceedings referenced in Section 5 above (unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous); or

(ii) where the Company has joined in or the Board has consented to the initiation of such proceedings.

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law.

(c) indemnify Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Exchange Act, or any similar successor statute.

(d) indemnify or advance funds to Indemnitee for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee, or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or under any clawback policy adopted by the Company, including to comply with Rule 10D-1 under the Exchange Act and applicable stock exchange listing requirements, or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act).

(e) indemnify or advance funds to Indemnitee for any acts, omissions, transactions, events, or occurrences from which a director, officer, employee or agent may not be relieved of liability under applicable law, including Section 18(k) of the Federal Deposit Insurance Act and Part 359 of the Federal Deposit Insurance Corporation's Rules and Regulations and any successor regulations thereto.

11. Settlement of Claims. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on the Indemnitee without the Indemnitee's prior written consent.

12. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a director or officer of the Company (or is serving at the request of the Company as a director, officer, employee, member, trustee or agent of another Enterprise) and shall continue thereafter (i) so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such Claim or proceeding.

13. Non-Exclusivity. The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Constituent Documents, the General Corporation Law of the State of Delaware, any other contract or otherwise (collectively, “**Other Indemnity Provisions**”); provided, however, that (a) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, Indemnitee will be deemed to have such greater right hereunder and (b) to the extent that any change is made to any Other Indemnity Provision which permits any greater right to indemnification than that provided under this Agreement as of the date hereof, Indemnitee will be deemed to have such greater right hereunder.

14. Liability Insurance. For the duration of Indemnitee’s service as a director or officer of the Company, and thereafter for so long as Indemnitee shall be subject to any pending Claim relating to an Indemnifiable Event, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to continue to maintain in effect policies of directors’ and officers’ liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company’s current policies of directors’ and officers’ liability insurance. In all policies of directors’ and officers’ liability insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company’s directors, if Indemnitee is a director, or of the Company’s officers, if Indemnitee is an officer (and not a director) by such policy. Upon request, the Company will provide to Indemnitee copies of all directors’ and officers’ liability insurance applications, binders, policies, declarations, endorsements and other related materials.

15. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Losses to the extent Indemnitee has otherwise received payment under any insurance policy, the Constituent Documents, Other Indemnity Provisions or otherwise (including from another Enterprise) of the amounts otherwise indemnifiable by the Company hereunder.

16. Subrogation. In the event of payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee. Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

17. Amendments; Waivers. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

19. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

- (a) if to Indemnitee, to the address set forth on the signature page hereto.
- (b) if to the Company, to: FirstSun Capital Bancorp
Attn: General Counsel
1400 16th Street, Suite 250
Denver, Colorado 80202

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

21. Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The Company and Indemnatee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court and not in any other state or federal court in the United States, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, and (c) waive, and agree not to plead or make, any claim that the Delaware Court lacks venue or that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

22. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FIRSTSUN CAPITAL BANCORP

By: _____
Name:
Title:

INDEMNITEE

Name:

Address:

FirstSun Capital Bancorp and First Foundation Inc. Complete Merger

DENVER—April 1, 2026—(BUSINESS WIRE) FirstSun Capital Bancorp (“FirstSun”) (NASDAQ: FSUN), the holding company for Dallas-based Sunflower Bank, N.A. (“Sunflower Bank”), today announced that it has completed its merger with First Foundation Inc. (“First Foundation”), a bank holding company with two wholly owned operating subsidiaries, First Foundation Advisors and First Foundation Bank, in an all-stock transaction. Also on April 1, 2026, First Foundation Bank merged with and into Sunflower Bank, with Sunflower Bank continuing as the surviving bank.

“We are thrilled to welcome the customers and team members from First Foundation to FirstSun and Sunflower Bank,” said Mollie Hale Carter, Executive Chairman of FirstSun and Sunflower Bank. “This merger marks a transformational milestone for FirstSun, accelerating our growth strategy and creating a premier regional bank with a powerful footprint across some of the most dynamic markets in the country.”

FirstSun also announced that Thomas C. Shafer, former Chief Executive Officer of First Foundation Inc., has joined the company as a director and Executive Vice Chairman. In addition, Sam Edelson, Henchy R. Enden, Benjamin Mackovak and C. Allen Parker—each a former director of First Foundation—were appointed to the FirstSun board.

Subsequent to the closing, FirstSun has, on a pro forma basis as of December 31, 2025, \$20.4 billion in total assets, \$13.8 billion in total loans and \$16.4 billion in total deposits, before planned balance sheet down-sizing and merger-related adjustments.

About FirstSun Capital Bancorp

FirstSun Capital Bancorp (NASDAQ: FSUN), headquartered in Denver, Colorado, is the financial holding company for wholly owned subsidiaries including Sunflower Bank, N.A. and First Foundation Advisors. Through its subsidiaries and affiliated entities, FirstSun provides a full range of relationship-focused services to meet personal, business, and wealth management financial objectives, with depository branches in ten states and mortgage capabilities in 44 states.

To learn more, visit ir.firstsuncb.com

Cautionary Note Regarding Forward-Looking Statements

Statements in this press release which are not historical in nature are intended to be, and are hereby identified as, forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Examples of forward-looking statements include, but are not limited to, statements regarding the expectations of FirstSun with respect to our outlook and expectations with respect to the merger. Words such as “expect,” “will,” “may,” “anticipate,” “intend,” “opportunity,” “continue,” “should,” “could,” and variations of such words and similar expressions are intended to identify such forward-looking statements. Forward-looking statements are subject to risks, uncertainties and assumptions that are difficult to predict with regard to timing, extent, likelihood, and degree of occurrence, which could cause actual results to differ materially from anticipated results. Such risks, uncertainties, and assumptions, include, among others, the following:

- the possibility that the anticipated benefits of the merger, including anticipated cost savings and strategic gains, are not realized when expected or at all, including as a result of changes in, or problems arising from, general economic and market conditions, interest and exchange rates, monetary policy, laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which the combined company operates;
-

- the integration of the businesses and operations of FirstSun and First Foundation may take longer than anticipated or be more costly than anticipated or have unanticipated adverse results relating to the combined company's business;
- the execution of the planned balance sheet down-sizing related to the merger may be more difficult, costly or time consuming than expected and we may fail to realize the anticipated benefits; and
- other factors that may affect our future results, including, among others, changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates; deposit flows; inflation; customer borrowing, repayment, investment and deposit practices; the impact, extent and timing of technological changes; capital management activities; and other actions of the Federal Reserve Board and legislative and regulatory actions and reforms.

Further information regarding additional factors that could affect the forward-looking statements can be found in the cautionary language included under the headings "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in FirstSun's Annual Reports on Form 10-K for the year ended December 31, 2025, and other documents subsequently filed by FirstSun with the SEC. FirstSun disclaims any obligation to update or revise any forward-looking statements contained in this press release, which speak only as of the date hereof, whether as a result of new information, future events or otherwise, except as required by law.

Contacts:

Investor Relations:

Ed Jacques
Director of Investor Relations & Business Development
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