FEDERAL DEPOSIT INSURANCE CORPORATION
Washington, D.C. 20006

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or (g) of
The Securities Exchange Act of 1934

RIVER CITY BANK

(Exact name of registrant as specified in its charter)

California	**94-1562490**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
2480 Natomas Park Drive, Suite 150 **Sacramento, California**	**95833**
(Address of principal executive office)	(Zip Code)

Registrant's telephone number, including area code: **(916) 567-2600**

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

Title of each class to be so registered	Name of each exchange on which to be so registered
Common stock, no par value	**The Nasdaq Stock Market LLC**

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

None

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Smaller reporting company ☒
	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. ☐

INFORMATION REQUIRED IN REGISTRATION STATEMENT

A Preliminary Offering Circular dated , 2026 (the “Preliminary Offering Circular”) of River City Bank (the “Bank”) is included as Exhibit 99.1 to this registration statement on Form 10 (the “Registration Statement”). The information responsive to Items 1-15 of this Registration Statement is included in the Preliminary Offering Circular and is incorporated into this Registration Statement by reference to the applicable portions of the Preliminary Offering Circular indicated below.

Once this Registration Statement is deemed effective, the Bank will be required to file annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, and to comply with all other obligations of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) applicable to issuers filing registration statements pursuant to Section 12(b) of the Exchange Act.

The Bank is an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012. As such, the Bank may elect to comply with certain reduced public company reporting requirements in future reports that it files under the Exchange Act. See the section entitled “Implications of Being an Emerging Growth Company” in the Preliminary Offering Circular.

Item 1. Business.

The information required by this item is contained in the sections entitled “Business,” “Supervision and Regulation” and “Where You Can Find More Information” in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 1A. Risk Factors.

The information required by this item is contained in the section entitled “Risk Factors” in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 2. Financial Information.

The information required by this item is contained in the sections entitled “Summary Historical Consolidated Financial and Operating Information,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors” in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 3. Properties.

The information required by this item is contained in the section entitled “Business — Properties” in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 4. Security Ownership of Certain Beneficial Owners and Management.

The information required by this item is contained in the section entitled “Principal and Selling Shareholders” in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 5. Directors and Executive Officers.

The information required by this item is contained in the section entitled "Management" in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 6. Executive Compensation.

The information required by this item is contained in the sections entitled "Executive Compensation" and "Management — Corporate Governance Principles and Board Matters — Compensation Committee Interlocks and Insider Participation" in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 7. Certain Relationships and Related Transactions, and Director Independence.

The information required by this item is contained in the sections entitled "Certain Relationships and Related Party Transactions" and "Management — Corporate Governance Principles and Board Matters — Director Independence" in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 8. Legal Proceedings.

The information required by this item is contained in the section entitled "Business — Litigation" in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 9. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters.

Information required by this item is contained in the sections entitled "Market for the Common Stock and Dividend Policy," "Description of Capital Stock," "Executive Compensation — Equity Based Plans," and "Shares Eligible for Future Sale" in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 10. Recent Sales of Unregistered Securities.

During the past three years, the Bank has issued shares of common stock as compensatory restricted stock awards. The following table lists the number of shares issued as restricted stock awards during the years ended December 31, 2026 (to date), 2025, 2024 and 2023, and the weighted average grant date fair value for the shares issued each year.

Share and dollar amounts are adjusted to reflect the 10-for-one forward stock split completed on December 16, 2025.

Year Ended December 31,	**Shares**	**Weighted Average Grant Date Fair Value**
2026*	53,595	$40.54
2025	104,870	$32.53
2024	147,190	$22.56
2023	121,530	$22.51

*Through the date of the filing of this Registration Statement.

The Bank issued all such securities in reliance upon the exemption from registration afforded by Section 3(a)(2) of the Securities Act of 1933, as amended.

Item 11. Description of Registrant's Securities to be Registered.

Information required by this item is contained in the sections entitled "Market for the Common Stock and Dividend Policy" and "Description of Capital Stock" in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 12. Indemnification of Directors and Officers.

The information required by this item is contained in the section entitled "Description of Capital Stock — Anti-Takeover Considerations and Special Provisions of Our Articles, Bylaws and California Law — Elimination of Liability and Indemnification" in the Preliminary Offering Circular, which is incorporated by reference herein.

Item 13. Financial Statements and Supplementary Data.

The information required by this item is contained in the financial statements and notes included in the Preliminary Offering Circular, which are incorporated by reference herein.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 15. Financial Statements and Exhibits.

(a) List separately all financial statements filed as part of the registration statement.

The information required by this item is included in the Bank's audited financial statements for the years ended December 31, 2025 and 2024 and notes thereto, which are included in the Preliminary Offering Circular, which are incorporated by reference herein.

(b) Furnish the exhibits required by Item 601 of Regulation S-K (§229.601 of this chapter).

The following documents are filed as exhibits to this Registration Statement:

Exhibit No.	Description
3.1	Form of Amended and Restated Articles of Incorporation of River City Bank to be effective prior to the effectiveness of this Registration Statement
3.2	Amended and Restated Bylaws of River City Bank to be effective prior to the effectiveness of this Registration Statement
4.1	Specimen stock certificate of River City Bank common stock
10.1	Employment Agreement with Stephen Fleming dated February 1, 2025*
10.2	Employment Agreement with Daniel Franklin dated February 1 2026*
10.3	Employment Agreement with Brian Killeen dated February 1, 2024*
10.4	Employment Agreement with Patricia Lewis dated October 1, 2023*
10.5	2008 River City Bank Executive Supplemental Compensation Master SERP Plan Document, as amended September 18, 2014*
10.6	Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Stephen Fleming dated January 26, 2022*
10.7	Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Patricia Lewis dated January 26, 2022*
10.8	Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Brian Killeen dated February 1, 2024*
10.9	Executive Management Incentive Plan*
10.10	Amended and Restated 2009 Restricted Stock Plan*
10.11	Form of Award Agreement under Amended and Restated 2009 Restricted Stock Plan*
10.12	2026 Omnibus Equity Incentive Plan*
10.13	Form of Director and Officer Indemnification Agreement
99.1	Preliminary Offering Circular, dated as of , 2026

* Indicates management contract or compensatory plan or arrangement

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

RIVER CITY BANK

By: /s/ Brian Killeen
Name: Brian Killeen
Title: Executive Vice President and Chief Financial Officer

Dated: March 6, 2026

Exhibit 3.1

Form of Amended and Restated Articles of Incorporation of River City Bank to be effective prior to the effectiveness of the Registration Statement

FORM OF
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVER CITY BANK

Each of Steve Fleming and Brian Killeen hereby certify that:

1. They are the duly elected and acting Chief Executive Officer and Chief Financial Officer, respectively, of River City Bank, a California corporation (the "Corporation"), California Entity Number 460133.

2. The Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

ARTICLE I

The name of this corporation is "River City Bank."

ARTICLE II

The purpose of the Corporation is to engage in commercial banking business and any other lawful activities which are not, by applicable law or regulations, prohibited to a commercial bank.

ARTICLE III

A. The total number of shares of stock that the Corporation shall have authority to issue is 120,000,000 shares, which shall be divided into two classes as follows (a) 80,000,000 shares of common stock ("Common Shares"), and (b) 40,000,000 shares of preferred stock ("Preferred Shares").

B. The Preferred Shares may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of Preferred Shares and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges, and restrictions granted to or imposed upon any wholly unissued series of Preferred Shares and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding).

ARTICLE IV

A. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. The Corporation is authorized to indemnify its agents (as defined in Section 317 of the California Corporations Code (the "Code")) for breach of duty to the Corporation and its shareholders, in excess of the indemnification expressly permitted by Section 317 of the Code, subject to the exceptions for limitation of liability set out in Section 204 of the Code, the prohibitions on indemnification set out in Section 317 of the Code, and other applicable prohibitions and exceptions set forth in the Code.

C. Any repeal or modification of the foregoing provisions of this Article IV shall not adversely affect any right or protection of any agent of the Corporation existing at the time of that repeal or modification.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

4. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The total number of outstanding shares entitled to vote with respect to the foregoing amendment was [•] Common Shares, which was the sole class of outstanding shares prior to the effectiveness of these Amended and Restated Articles of Incorporation. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding Common Shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set out in these Amended and Restated Articles of Incorporation are true and correct of our own knowledge.

Signed on this [•] day of [•]. 2026 at Sacramento, California.

____
Steve Fleming, Chief Executive Officer

____
Brian Killeen, Chief Financial Officer

Exhibit 3.2

Amended and Restated Bylaws of River City Bank
to be effective prior to the effectiveness of the Registration Statement

BYLAWS

OF

RIVER CITY BANK

(A California Banking Corporation)

(Amended and Restated as of __________ 2026)

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BYLAWS

OF

RIVER CITY BANK

(A California Banking Corporation)

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ARTICLE I
OFFICES

Section 1. Principal Office. The principal executive office in the State of California for the transaction of the business of the corporation (called the principal office) is fixed and located in the City and County of Sacramento in the State of California.

Subject to any required notice to or authorization from the Commissioner of the Department of Financial Protection and Innovation (the "Commissioner"), the Board of Directors shall have the authority from time to time to change the principal office from one location to another within the State by amending this Section 1 of the Bylaws.

Section 2. Other Offices. The Board of Directors may establish one or more branches or other subordinate offices within or without the State of California as it deems appropriate, subject to any required notice to or authorization of the Commissioner.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 3. Place of Meetings. Meetings of the shareholders shall be held at any place within or without the State of California that may be designated by the Board of Directors in accordance with these Bylaws. If no such designation is made, the meetings shall be held at the principal office of the corporation. At the sole discretion of the Board of Directors, and subject to applicable provisions under the California Corporations Code and any guidelines and procedures that the Board of Directors may adopt, a meeting of shareholders may be conducted in whole or in part by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication.

Section 4. Annual Meetings. The annual meeting of the shareholders shall be held on such date and at such time as may be designated from time to time by the Board of Directors, at which time the shareholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 5. Special Meetings. Special meetings of the shareholders may be called at any time by a majority of the Board of Directors, the Chairperson of the Board of Directors, the Chief Executive Officer, the President, or by holders of shares entitled to cast not less than 10 percent (10%) of the votes at the meeting. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) shall make a written request to the Chairperson of the Board, the Chief Executive Officer, the President, or Secretary, specifying the general purpose of such meeting and the date, time, and place of the meeting, which date shall be not less than 35 days and not more than 60 days after the receipt by such officer of the request. Within 20 days after receipt of the request, the officer receiving such request shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person(s) requesting the meeting and stating the general purpose of the meeting. If such notice is not given within 20 days after receipt of the request, the person(s) requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting.

Section 6. **Notice of Shareholders' Meetings.** Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) (or, if sent by third class mail, thirty (30)) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of Section 601(f) of the California Corporations Code and Sections 16 and 17 of these Bylaws, any proper matter may be presented at the annual meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board of Directors for election.

Notice of a shareholders' meeting shall be given either personally or by first class mail, or, if the corporation has outstanding shares held of record by 500 or more persons (determined as provided in Section 605 of the California Corporations Code) on the record date for the shareholders' meeting, notice may be sent by third class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal office of the corporation is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the shareholder on written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the secretary, assistant secretary, or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation.

Section 7. **<u>Quorum</u>.** The presence at any meeting, in person or by proxy, of persons entitled to vote a majority of the voting shares of the corporation shall constitute a quorum for the transaction of business. Shareholders present at a valid meeting at which a quorum is initially present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 8. **<u>Adjourned Meeting</u>.** Any annual or special shareholders' meeting may be adjourned from time to time, even though a quorum is not present, by vote of the holders of a majority of the voting shares present at the meeting either in person or by proxy, *provided* that in the absence of a quorum, no other business may be transacted at the meeting except as provided in Section 7 of these Bylaws.

Notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 9. **<u>Waiver or Consent by Shareholders</u>.** The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by Section 6 of these Bylaws or Section 601(f) of the California Corporations Code to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof, except as provided in Section 601(f) of the California Corporations Code.

Section 10. **<u>Action Without Meeting</u>.** Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, except that unanimous written consent shall be required for election of directors to non-vacant positions.

Unless the consents of all shareholders entitled to vote have been solicited or received in writing, notice shall be given to non-consenting shareholders to the extent required by Section 603(b) of the California Corporations Code.

Any shareholder giving written consent, or the shareholder's proxy holders, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the corporation.

Section 11. Voting Rights; Cumulative Voting. Only persons in whose names shares entitled to vote stand on the stock records of the corporation at the close of business on the record date fixed by the Board of Directors for the determination of shareholders of record shall be entitled to notice of and to vote at such meeting of shareholders.

Except as provided in the next following sentence and except as may be otherwise provided in the Articles of Incorporation, unless and until the corporation is a "listed corporation" within the meaning of Section 301.5 of the California Corporations Code, each shareholder entitled to vote shall be entitled to one vote for each share held on each matter submitted to a vote of shareholders. In the election of directors, each such shareholder complying with the following paragraph may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. No shareholder shall be entitled to cumulate votes in favor of any candidate or candidates unless such candidate's or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, such fact shall be announced to all shareholders and proxies present, who may then cumulate their votes for candidates in nomination. As of such time and for so long as the corporation is a "listed corporation" within the meaning of Section 301.5 of the California Corporations Code, cumulative voting in the election of directors shall be eliminated.

In any election of directors, the candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, are elected.

Voting may be by voice or ballot, *provided* that any election of directors must be by ballot upon the demand of any shareholder made at the meeting and before the voting begins.

Section 12. Proxies. Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. All proxies must be in writing and must be signed by the shareholder confirming the proxy or his or her attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in Section 705 of the California

Corporations Code. Such revocation may be effected by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting, by attendance at such meeting and voting in person by the person executing the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.

Any shareholder soliciting proxies from other shareholders must use a proxy card color other than white, which shall be reserved for the exclusive use of the Board of Directors.

Section 13. Voting by Joint Holders or Proxies. Shares or proxies standing in the names of two or more persons shall be voted or represented in accordance with the provisions of Section 704 of the California Corporations Code so that, if only one of such persons is present in person or by proxy, that person shall have the right to vote all such shares, and all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum.

Section 14. Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the Chief Executive Officer or such other director or officer designated by the Board of Directors shall serve as the chair of the meeting. The secretary or, in their absence or inability to act, the person serving as the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The chair of the meeting shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The chair of the meeting shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 15. Inspectors of Election. In advance of any meeting of shareholders the Board may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the Chairperson of any meeting of shareholders may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail or refuse) at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one or three inspectors are to be appointed. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies; receive votes, ballots or consents; hear and determine all challenges and questions in any way arising in connection with the right to vote; count and tabulate all votes or consents; determine when the polls shall close; determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders.

Section 16. Nominations for Director.

Nominations Generally. Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of the corporation entitled to vote for the election of directors.

Annual Meetings. Nominations for an annual meeting of shareholders, other than those made by or on behalf of the Board of Directors of the corporation, shall be made in writing and shall be received by the secretary of the corporation not earlier than 120 days and not later than 90 days before the anniversary of the date of the prior year's annual meeting of shareholders; *provided, however*, that in the event the date for the current year's annual meeting has changed more than 30 days from the date on which the prior year's annual meeting was held, then such notice must be received by the secretary of the corporation not earlier than 120 days prior to such annual meeting and not later than 90 days before such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the corporation.

Special Meetings. In the event the corporation calls a special meeting of shareholders for the purpose of electing one or more directors to the Board of Directors, any shareholder entitled to vote in such election of directors may nominate a person or persons for election, up to the number directors to be elected as specified in the corporation's notice of meeting. Nominations for a special meeting of shareholders at which directors are to be elected, other than those made by or on behalf of the Board of Directors, shall be made in writing and shall be received by the secretary of the corporation not earlier than 120 days prior to such special meeting and not later than the later of 90 days prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting, *provided* that any shareholder or shareholders calling a special meeting shall provide such notice with the call for the special meeting provided pursuant to Section 5 of these Bylaws.

Adjournments and Postponements. The public announcement of an adjournment or postponement of a meeting of shareholders shall not commence a new time period or extend the time period for the giving of a shareholder's notice of nomination.

Notices, Information and Certifications. Any written shareholder nominations made shall contain the following information: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the name and address of the notifying shareholder; and (d) the number and classes of shares of capital stock of the corporation beneficially owned by the notifying shareholder(s) and each of the notifying shareholder's nominees (as determined in accordance with the rules under the Securities Exchange Act of 1934, amended (the "Exchange Act")). In addition, upon the corporation's request, any nominee proposed by a shareholder must promptly (but in any event within 10 days of the corporation's request) complete and return a director questionnaire to be provided by the corporation. If a nominating shareholder will solicit proxies for a nominee or nominees other than the corporation's nominees in accordance with Rule 14a-19 under the Exchange Act, the nominating shareholder's written nomination must also include: (i) all information required to be provided to the corporation by Rule 14a-19; (ii) a written representation and undertaking that such shareholder intends to deliver a proxy statement and/or form of proxy to holders of shares representing at least 67% of the voting power of the stock entitled to vote generally in the election of directors in accordance with Rule 14a-19, and that a statement to such effect will be included in such shareholder's proxy statement; (iii) a written representation and undertaking that such shareholder will comply with all requirements of the Exchange Act and the regulations promulgated thereunder, including but not limited to Rule 14a-19 and all other requirements of Regulation 14A (as such rule and regulations may be amended or interpreted from time to time by the Securities and Exchange Commission, including through any staff interpretations related thereto); and (iv) each proposed director nominee's written consent to being named in the corporation's proxy statement for the applicable meeting and the associated proxy card. In addition, such nominating shareholder shall provide the corporation a written certification within 10 days prior to the meeting for the election of directors (or any adjournment, postponement or rescheduling thereof) with reasonable documentary evidence that such nominating shareholder has complied with the representations and undertakings made pursuant to the foregoing subsections (ii) and (iii).

A nominating shareholder shall promptly provide notice to the corporation of any changes to any of the information submitted to the corporation pursuant to this Section 16.

General. The name of each nominating shareholder's candidate for director must be placed in nomination at the meeting of shareholders by the nominating shareholder or a qualified representative of the nominating shareholder present in person and the nominating shareholder's candidate(s) must be present in person at the meeting for the election of directors, *provided* that a nominating shareholder, qualified representative or candidate may appear virtually in the case of a meeting conducted solely by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication.

No person nominated by a shareholder shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth in these Bylaws. Further, if a nominating shareholder provides notice under these Bylaws or pursuant to Rule 14a-19 and subsequently fails to comply with the procedures set forth in these Bylaws or the applicable requirements of Rule 14a-19, then the corporation shall disregard any proxies solicited or votes cast for such shareholder's nominee(s). The Board of Directors (and any other person or committee authorized by the Board of Directors) shall have the power and duty to determine whether a nomination was made in accordance with the procedures and other requirements set forth in these Bylaws and, if any proposed nomination was not made in compliance with these Bylaws, to declare that such nomination shall be disregarded, in each case, acting in good faith; *provided* that, if any determination must be made at a meeting of the shareholders, the chair of the meeting shall have the power and duty, acting in good faith, to make such determination, unless otherwise determined by the Board of Directors. Any determination adopted in good faith by the Board of Directors (or any other person or committee authorized by the Board of Directors) or the chair of the meeting, as the case may be, shall be binding on all persons, including the corporation and its shareholders (including any beneficial owners).

Notwithstanding the foregoing provisions, unless otherwise required by law or otherwise determined by the Board of Directors, if (1) the nominating shareholder or a qualified representative of the nominating shareholder does not appear at the meeting of shareholders (including virtually in the case of a meeting conducted solely by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication) to present its nomination(s) or (2) the election of a nominating shareholder's nominee would cause the corporation to violate the Articles of Incorporation, these Bylaws, or any applicable state or federal law, rule, regulation, or stock exchange listing standard, then such nomination or nominations shall be disregarded, and no vote on such shareholder nominee(s) shall occur, notwithstanding that proxies in respect of such vote may have been received by the corporation.

The foregoing provisions of this Section 16 do not relieve any shareholder of any obligation to comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder.

Section 17. **Shareholder Business Proposals**.

Proposals Generally. At any meeting of shareholders, business (other than directors nominations) will only be conducted if it is brought before the meeting (1) by or at the direction of the Board of Directors, (2) in accordance with Rule 14a-8 under the Exchange Act or (3) by a shareholder of record entitled to vote at such meeting who complies with the requirements set forth in this Section.

Notice. For business (other than director nominations) to be properly brought before an annual meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "proposing shareholder") must give written notice of the proposing shareholder's proposal either by personal delivery or by United States mail to the secretary of the corporation no earlier than 90 calendar days and no later than 60 calendar days before the date such annual meeting is to be held. If the current year's annual meeting is called for a date that is not within 30 days of the anniversary of the previous year's annual meeting, notice must be received not later than 10 calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of the meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 5 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the secretary or within 10 (ten) calendar days after delivery of the written request for the meeting to the secretary.

A proposing shareholder's notice shall include as to each matter the proposing shareholder proposes to bring before either an annual or special meeting: (a) the name and address of the proposing shareholder; (b) and the classes and number of shares of capital stock of the corporation beneficially owned by the proposing shareholder (as determined in accordance with the rules under the Exchange Act); (c) a brief description of the business and the reasons for conducting such business at the meeting; and (d) the material interest of the proposing shareholder in such business. Shareholder proposals that do not satisfy the requirements of this Section (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the corporation's notice of meeting) may, but need not, be considered and discussed but not acted upon at a meeting.

The foregoing provisions of this Section do not relieve any shareholder of any obligation to comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated under the Exchange Act.

ARTICLE III
DIRECTORS; MANAGEMENT

Section 18. Powers. Subject to any provisions of the Articles of Incorporation, of the Bylaws and of law limiting the powers of the Board of Directors or reserving powers to the shareholders, the Board of Directors shall, directly or by delegation, manage the business and affairs of the corporation and exercise all corporate powers permitted by law.

Section 19. Number. The authorized number of directors shall be not less than eight (8) nor more than fifteen (15). The exact number of authorized directors shall be fixed, within the limits set forth in this Section, by resolution duly adopted by the Board of Directors. Directors need not be shareholders of the corporation.

Section 20. Election and Term of Office. The directors shall be elected annually by the shareholders at the annual meeting of the shareholders; *provided,* that if for any reason, said annual meeting or an adjournment thereof is not held or the directors are not elected thereat, then the directors may be elected at any special meeting of the shareholders called and held for that purpose. The term of office of the directors shall, except as provided in Section 23 of these Bylaws, begin immediately after their election and until the next annual meeting of the shareholders or until the director's earlier death, resignation, disqualification, or removal. Despite the expiration of a director's term, the director shall continue to serve until the director's successor is elected and qualified.

Section 21. Removal of Directors. A director may be removed from office by the Board of Directors if he or she is declared of unsound mind by an order of court or convicted of a felony. Any or all of the directors may be removed from office without cause by a vote of shareholders holding a majority of the outstanding shares entitled to vote at an election of directors; however, unless the entire Board of Directors is removed, an individual director shall not be removed if the votes cast against removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast, or, if such action is taken by written consent, all shares entitled to vote were voted, and the entire number of directors authorized at the time of the director's most recent election were then being elected. A director may also be removed from office by the Superior Court of the county in which the principal office is located, at the suit of shareholders holding at least ten percent (10%) of the number of outstanding shares of any class, in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the corporation, in the manner provided by law.

No reduction of the authorized number of directors shall have the effect of removing any director before his or her term of office expires.

Section 22. **Vacancies.** A vacancy or vacancies on the Board of Directors shall exist on the death, resignation, or removal of any director, or if the authorized number of directors is increased or the shareholders fail to elect the full authorized number of directors.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors although less than a quorum, or by a sole remaining director, and each director elected in this manner shall hold office until his or her successor is elected at an annual or special shareholders' meeting.

The shareholders may elect a director at any time to fill any vacancy not filled by the directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective upon giving written notice to the Chairperson of the Board of Directors, the President, the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 23. **Place of Meetings.** Regular and special meetings of the Board of Directors shall be held at any place that is designated by resolution of the Board or, either before or after the meeting, consented to in writing by all the Board members, *provided* that regular meetings of the Board of Directors shall be held in the State of California. If the place of a regular or special meeting is not fixed by resolution or written consents of the Board, it shall be held at the corporation's principal office.

Section 24. **Organizational Meetings.** Following each annual shareholders' meeting, the Board of Directors shall hold a regular meeting to organize, elect officers, and transact other business. If held immediately after the annual shareholders' meeting, notice of this meeting shall not be required. The Board of Directors may take action by written consent in lieu of this meeting.

Section 25. **Other Regular Meetings**. Regular meetings of the Board of Directors shall be such time and place within the State of California as the Board of Directors by resolution shall determine, provided that the Board of Directors shall meet at least once each calendar quarter. Notice of these regular meetings shall not be required.

Section 26. **Special Meetings.** Special meetings of the Board of Directors for any purpose may be called at any time by the Chairperson of the Board of Directors, the Chief Executive Officer, the President, or any two directors.

Special meetings of the Board shall be held upon at least four days' notice by mail or 24 hours' notice delivered personally or by telephone, including a voice messaging system or other technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States Mails, postage prepaid. Any other written notice, including facsimile, telegram or electronic mail message, shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, including a voice messaging system or other system or technology designed to record or communicate messages, or wireless, to the recipient, including the recipient's designated voice mailbox or address on such system, or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate to the recipient.

Section 27. **Quorum.** A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn a meeting under Section 29 of these Bylaws. Every act done or decision made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the Board of Directors, unless the vote of a greater number is required by law, the Articles of Incorporation, or these Bylaws, and subject to the provisions of Section 310 and Section 317(e) of the California Corporations Code. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by a majority of the required quorum for such meeting.

Section 28. **Contents of Notice and Waiver of Notice.** Neither the business to be transacted at, nor the purpose of, any regular or special Board meeting need be specified in the notice or waiver of notice of the meeting. Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to said director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 29. **Adjournment.** A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 30. **Notice of Adjournment.** Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place are fixed at the meeting being adjourned, except that if the meeting is adjourned for more than 24 hours such notice shall be given prior to the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 31. **Electronic Participation.** Members of the Board may participate in a meeting through use of conference telephone, video conferencing or similar communications technology, so long as all members participating in such meetings can hear one another. Such participation constitutes presence in person at such meeting.

Section 32. **Action Without Meeting.** The Board of Directors may take any action without a meeting that may be required or permitted to be taken by the Board at a meeting, if all members of the Board individually or collectively consent in writing to the action. The written consent or consents shall be filed in the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same effect as a unanimous vote of directors.

Section 33. **Fees and Compensation.** Directors and members of committees shall receive neither compensation for their services nor reimbursement for their expenses unless these payments are approved by the Board. This Section shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee or otherwise, and receiving compensation for those services.

Section 34. Meetings Called by Commissioner.

The Commissioner may call a meeting of the Board of Directors of this corporation pursuant to Section 335 of the California Financial Code.

A meeting of the Board called by the Commissioner shall be held upon four days' notice by mail or 24 hours' notice delivered personally or by telephone or telegraph. Such notice shall be given by the Commissioner or, if the Commissioner so orders, by an officer of the corporation.

A meeting of the Board called by the Commissioner shall be held at such place within this state as may be designated by the Commissioner and specified in the notice of such meeting.

The expenses of a meeting of the Board called by the Commissioner shall be paid by the corporation.

ARTICLE IV
OFFICERS

Section 35. Officers. The officers of the corporation shall be a Chief Executive Officer, a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairperson of the Board and a Vice Chairperson of the Board (each of whom shall be chosen from the Board of Directors), one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents and Vice Presidents), one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Financial Officers, and any other officers who may be appointed under Article IV of these Bylaws. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity unless authorized to do so generally or in the specific instance by the Board of Directors.

The Chairperson of the Board, the Vice Chairperson of the Board, and the Secretary shall not be deemed to be executive officers of the corporation and shall be excluded from participation, other than in the capacity of director, in major policy making functions of the corporation. Any other officer of the corporation may be excluded by resolution of the Board of Directors or by a provision of these Bylaws from participation, other than in the capacity of a director, in major policy making functions of the corporation.

Section 36. Election. The officers of the corporation, except those appointed under Section 37 of these Bylaws, shall be chosen annually by the Board of Directors, and each shall hold his or her office until he or she resigns or is removed or otherwise disqualified to serve, or his or her successor is elected and qualified.

Section 37. Subordinate Officers. The Board of Directors may elect or appoint, and may authorize the Chief Executive Officer or the President to appoint, any other officers that the business of the corporation may require, each of whom shall hold office for the period, have the authority, and perform the duties specified in the Bylaws or by the Board of Directors.

Section 38. Removal and Resignation. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed with or without cause either by the Board of Directors at any time or, except for an officer chosen by the Board, by any officer on whom the power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board of Directors, the Chief Executive Officer, the President or the Secretary of the corporation, but such notice shall not prejudice the rights, if any, of the corporation under any contract of employment to which the officer is a party. An officer's resignation shall take effect when it is received or at any later time specified in the resignation. Unless the resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective.

Section 39. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular election or appointment to the office.

Section 40. Chairperson of the Board. The Board of Directors may in its discretion elect a Chairperson of the Board, who shall preside at all meetings of the Board of Directors at which the Chairperson is present and shall exercise and perform any other powers and duties assigned to the Chairperson by the Board or prescribed by the Bylaws.

Section 41. Chief Executive Officer. Subject to any supervisory powers that may be given by the Board of Directors or the Bylaws to the Chairperson of the Board, the Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision, direction, and control over the corporation's business and officers; shall have the general powers and duties of management usually vested in a corporation's principal executive officer, shall have any other powers and duties that are prescribed by the Board of Directors or these Bylaws, and shall be primarily responsible for carrying out all orders and resolutions of the Board of Directors. He or she shall be ex officio a member of all the standing committees except the audit committee, the compensation and nominating committee, and any other committees performing the functions of such committees.

Section 42. President. The President shall have all such authority and perform all such duties as may be prescribed by these Bylaws, as are incident to such office or as may be delegated or assigned from time to time by the Chief Executive Officer, if the person holding the offices of the Chief Executive Officer and the President are not the same person, or by the Board of Directors. The offices of the Chief Executive Officer and the President may be held by the same person.

Section 43. Executive Vice Presidents. If the Chief Executive Officer or the President is absent or is unable or refuses to act, the Executive Vice Presidents in order of their rank as fixed by the Board of Directors or, if not ranked, the Executive Vice President designated by the Board of Directors, shall perform all the duties of the Chief Executive Officer or the President, as the case may be, and when so acting shall have all the powers of, and be subject to all the restrictions on, such officer. Each Executive Vice President shall have any other duties that are prescribed for said Executive Vice President by the Board of Directors or the Bylaws.

Section 44. <u>Secretary</u>. The Secretary shall keep or cause to be kept and shall make available at the principal office and any other place that the Board of Directors specifies, a book of minutes of all directors' and shareholders' meetings. The minutes of each meeting shall state the time and place that it was held; whether it was regular or special; if a special meeting, how it was authorized; the notice given; the names of those present or represented at shareholders' meetings; and the proceedings of the meetings. A similar minute book shall be kept for each committee of the Board.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or duplicate share register, showing the shareholders' names and addresses, the number and classes of shares held by each, the number and date of each certificate issued for these shares, and the number and date of cancellation of each certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all directors' and shareholders' meetings required to be given under these Bylaws or by law, shall keep the corporate seal in safe custody, and shall have any other powers and perform any other duties that are prescribed by the Board of Directors or these Bylaws.

Section 45. <u>Chief Financial Officer</u>. The Chief Financial Officer shall be the corporation's chief financial officer and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares and shall file or cause to be filed all regulatory reports required pursuant to law or regulation. The books of account shall at all reasonable times be open to inspection by any director.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with the depositories designated by the Board of Directors. The Chief Financial Officer shall disburse the corporation's funds as ordered by the Board of Directors; shall render to the Chief Executive Officer and directors, whenever they request it, an account of all his or her transactions as Chief Financial Officer and of the corporation's financial condition; and shall have any other powers and perform any other duties that are prescribed by the Board of Directors or Bylaws.

If required by the Board of Directors, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of that person's office and for restoration to the corporation of all its books, papers, vouchers, money, and other property of every kind in that person's possession or under that person's control on that person's death, resignation, retirement, or removal from office.

ARTICLE V
<u>GENERAL CORPORATE MATTERS</u>

Section 46. <u>Record Date and Closing of Stock Books</u>. The Board of Directors may fix a time in the future as a record date for determining shareholders entitled to notice of and to vote at any shareholders' meeting; to receive any dividend, distribution, or allotment of rights; or to exercise rights in respect of any other lawful action, including change, conversion, or exchange of shares. The record date shall not, however, be more than sixty (60) nor less than ten (10) days prior to the date of such meeting nor more than sixty (60) days prior to any other action. If a record date is fixed for a particular meeting or event, only shareholders of record on that date are entitled to notice and to vote and to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days.

If no record date is fixed, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written consent is given; and the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

Section 47. Corporate Records and Inspection by Shareholders. Books and records of account and minutes of the proceedings of the shareholders, Board, and committees of the Board shall be kept available at the principal office for inspection by the shareholders to the extent required by Section 1601 of the California Corporations Code.

A shareholder or shareholders holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation shall have an absolute right to do either or both of the following: (1) inspect and copy the record of shareholders' names and addresses and share holdings during usual business hours upon five business days' prior written demand upon the corporation, or (2) obtain from the transfer agent for the corporation, upon five business days' prior written demand and upon the tender of its usual charges for such a list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their share holdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interests as a shareholder or holder of a voting trust certificate. Inspection and copying may be made in person or by agent or attorney.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by agent or attorney and includes the right to copy and make extracts.

Section 48. **<u>Checks, Drafts, Evidences of Indebtedness</u>.** All checks, drafts, or other orders for payment of money, notes, and all mortgages, or other evidences of indebtedness, issued in the name of or payable to the corporation, and all assignments and endorsements of the foregoing, shall be signed or endorsed by the person or persons and in the manner specified by the Board of Directors.

Section 49. **<u>Corporate Contracts and Instruments; How Executed</u>.** Except as otherwise provided in the Bylaws, officers, agents, or employees must be authorized by the Board of Directors to enter into any contract or execute any instrument in the corporation's name and on its behalf. This authority may be general or confined to specific instances.

Section 50. **<u>Stock Certificates</u>.** One or more certificates for shares for the corporation's capital stock shall be issued to each shareholder for any of such shareholder's shares that are fully paid, *provided* that the corporation may adopt a system of issuance, recordation and transfer of its shares by electronic or other means not involving any issuance of certificates such that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. The corporate seal or its facsimile may be fixed on any certificates. All certificates shall be signed by (a) the Chairperson of the Board, the President, or a Vice President, and (b) the Secretary, Chief Financial Officer, or an Assistant Secretary. Any or all of the signatures on the certificate may be facsimile signatures.

Section 51. **<u>Transfers of Stock</u>**. Stock of the corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books administered by or on behalf of the corporation only by the direction of the registered holder thereof or such person's attorney, lawfully constituted in writing, and, in the case of certificated shares, upon the surrender to the corporation or its transfer agent or other designated agent of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued.

Section 52. **<u>Transfer Agents and Registrars</u>.** The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 53. **<u>Lost Certificates</u>.** No new share certificate that replaces an old one shall be issued unless the old one is surrendered and canceled at the same time; *provided, however*, that if any share certificate is lost, stolen, mutilated or destroyed, the Board of Directors may authorize issuance of a new certificate replacing the old one on any terms and conditions, including reasonable arrangement for indemnification of the corporation, that the Board may specify.

Prior to the due presentment for registration of transfer in the stock transfer book of the corporation, the registered owner shall be treated as the person exclusively entitled to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner, except as expressly provided otherwise by the laws of the State of California.

Section 54. **<u>Indemnity of Officers, Directors, etc</u>**.

(a) *Indemnification Against Expenses.* The corporation, to the extent permitted by the California Corporations Code, (a) shall indemnify any Agent (as defined below) of the corporation against expenses, including reasonable attorney's fees, actually and reasonably incurred in defense of any Proceeding in which the Agent was, is, or is threatened to be made a party by reason of being or having been an Agent of the corporation, to the extent that the Agent was successful on the merits in the defense and shall have the power to advance to such Agent such expenses incurred by such Agent in defending any such Proceeding upon receipt of an undertaking by such Agent to repay such amounts if such Agent is not entitled to be indemnified for such amounts and (b) shall indemnify any person who was, is, or is threatened to be made a party to any Proceeding by or in the right of the corporation to procure a judgment in its favor by reason of being or having been an Agent of the corporation, against expenses, including reasonable attorney's fees, actually and reasonably incurred in defense or settlement of the Proceeding, if the person acted in good faith and in a manner the person believed to be in the best interests of the corporation and the shareholders.

(b) *Indemnification Against Losses.* The corporation shall, to the extent permitted by the California Corporations Code and the Articles of Incorporation, indemnify any person who was, is, or is threatened to be made a party to any Proceeding (other than an action by or in the right of the corporation) by reason of being or having been an Agent of the corporation, against expenses, including reasonable attorney's fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the Proceeding if the person (a) acted in good faith and in a manner the person believed to be in the best interests of the corporation and the shareholders and (b) had no reasonable cause to believe the conduct of the person was unlawful, in the case of a criminal Proceeding.

For purposes of this Section 54, (a) "Agent" means any person who (i) is or was a director, officer, employee, or other agent of the corporation, or (ii) is or was serving at the corporation's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or (iii) was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, and (b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

(c) *Indemnification Not Exclusive; Insurance.* The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any director or officer may be entitled by applicable law, the Articles of Incorporation, action or resolution of the shareholders or disinterested directors, or any agreement with the corporation.

The Corporation may, subject to the provisions of Section 317 of the California Corporations Code, purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the corporation would have the power to indemnify the Agent against that liability under Section 317 of the California Corporations Code.

Section 55. <u>Fiscal Year</u>. The fiscal year of this corporation shall begin on the first day of January and end on the 31st day of December of each year.

Section 56. <u>Construction and Definitions</u>. Unless the context otherwise requires, the general provisions, rules of construction and definitions in the California Financial Code and the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular includes the plural, the plural includes the singular and the term “person” includes both a corporation and a natural person.

ARTICLE VI
AMENDMENTS

Section 57. Amendments by Shareholders. New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote or written consent of a majority of the outstanding shares entitled to vote.

Section 58. Amendment by Directors. Subject to the right of shareholders under the preceding Section 57, new bylaws may be adopted, or these Bylaws may be amended, or repealed by the Board of Directors, except that only the shareholders can adopt a bylaw or amendment thereto which specifies or changes the number of directors on a fixed-number Board of Directors or the minimum or maximum number of directors on a variable-number Board of Directors, or which changes from a fixed-number Board of Directors to a variable-number Board of Directors or vice versa.

ARTICLE VII
COMMITTEES OF THE BOARD OF DIRECTORS

Section 59. Committees of the Board of Directors. The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board and with such authority and organization as the Board may from time to time determine. The committees shall include, but not be limited to, a loan committee and an audit committee. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to: (1) the approval of any action for which shareholder approval is also required; (2) the filling of vacancies of the Board or in any committee; (3) the fixing of compensation of the directors for serving on the Board or on any committee; (4) the amendment or repeal of Bylaws or the adoption of new Bylaws; (5) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable; (6) a distribution to the shareholders of the corporation as defined in Section 166 of the California Corporations Code, except at a rate or in a periodic amount or within a price range determined by the Board; and (7) the appointment of other committees of the Board or the members thereof.

The Board of Directors shall designate a Chairperson for each committee who shall have the sole power to call any committee meeting other than a meeting set by the Board. Except as otherwise established by the Board of Directors, Article III of these Bylaws shall apply to committees of the Board and action by such committees, mutatis mutandis. The Board of Directors may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws.

Exhibit 4.1

Specimen Stock Certificate of River City Bank Common Stock

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COMMON STOCK

NO PAR VALUE

COMMON STOCK

THIS CERTIFICATE IS TRANSFERABLE IN CANTON, MA AND NEW YORK, NY

Certificate Number

Shares

RIVER CITY BANK

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

THIS CERTIFIES THAT

CUSIP 76803X 10 6

SEE REVERSE FOR CERTAIN DEFINITIONS

is the owner of

FULLY-PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

River City Bank (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Articles of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

DATED

Chairman of the Board

RIVER CITY BANK CORPORATE SEAL November 1, 1963 CALIFORNIA

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

Secretary

By ______________________
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

RIVER CITY BANK

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH SHAREHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE ARTICLES OF INCORPORATION OF THE COMPANY, AS AMENDED, AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE COMPANY OR TO THE TRANSFER AGENT. THE BOARD OF DIRECTORS MAY REQUIRE THE OWNER OF A LOST OR DESTROYED STOCK CERTIFICATE, OR HIS LEGAL REPRESENTATIVES, TO GIVE THE COMPANY A BOND TO INDEMNIFY IT AND ITS TRANSFER AGENTS AND REGISTRARS AGAINST ANY CLAIM THAT MAY BE MADE AGAINST THEM ON ACCOUNT OF THE ALLEGED LOSS OR DESTRUCTION OF ANY SUCH CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - ....(Cust)............Custodian ....(Minor)............ under Uniform Gifts to Minors Act............(State)............

UNIF TRF MIN ACT - ....(Cust)............Custodian (until age ....) ....(Minor)............under Uniform Transfers to Minors Act ....(State)

Additional abbreviations may also be used though not in the above list.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

For value received, ______________________ hereby sell, assign and transfer unto

____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

____

____

____ Shares

of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

____ Attorney

to transfer the said stock on the books of the within-named Company with full power of substitution in the premises.

Dated: ______________________ 20____________

Signature: ______________________

Signature: ______________________

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Exhibit 10.1

Employment Agreement with Stephen Fleming dated February 1, 2025

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of February 2025 by and between River City Bank, a California corporation located at 2480 Natomas Park Drive, Sacramento, California 95833 (referred to herein as "Bank" or "Employer"), and Stephen Fleming ("Employee").

WHEREAS, Employee has specialized expertise and experience with regard to the business of Employer; and,

WHEREAS, Employee is currently employed by the Bank as its President and CEO pursuant to that certain Employment Agreement dated October 1, 2023 ("Prior Agreement").

WHEREAS, the parties agree that the Prior Agreement shall be replaced in its entirety by this Agreement and, as of the Effective Date of this Agreement as stated above, the terms and conditions of Employee's employment with the Bank shall be those set forth herein, and Employee is willing to continue employment on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Employment. Employer shall employ Employee as its President & CEO for the term of this Agreement, and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement will commence on February 1, 2025, and continue until September 30, 2026, unless sooner terminated pursuant to paragraph 8 of this Agreement. This Agreement may be renewed for one (1) year or multi-year periods by the Employer's Board of Directors ("Board"), subject to Employee's consent. Any renewal or extension of this Agreement shall be in writing.

3. Duties and Responsibilities.

   A. Employee shall have and perform such duties and responsibilities for the position of the President and CEO of Employer as outlined in the job description and as shall from time-to-time be assigned to them by the Board. As President and CEO, Employee's duties and responsibilities shall be the overall responsibility for the successful management of the day-to-day financial activities of Employer consistent with the business plan and relevant policies as determined by the Board. Employee's duties shall be consistent with those customarily performed by the President and CEO of a bank with assets of approximately $5 billion.

   B. Employee agrees to fulfill all of their duties and responsibilities diligently, faithfully and with their best efforts. Employee shall devote their full business time and effort to the performance of their duties hereunder, except as otherwise provided herein, or unless otherwise expressly authorized by Employer in writing.

C. Employee shall be subject to the Employer's written personnel policies and procedures applicable to all employees (other than those not consistent with the express terms hereof) and such other policies and procedures as the Employer may establish from time to time.

4. Compensation.

A. As compensation for services encompassed by this Agreement, Employee shall receive an annual base salary of eight hundred fifty-five thousand dollars ($855,000) ("Base Salary"), payable at a rate of seventy-one thousand two hundred fifty dollars, ($71,250) per calendar month, and in accordance with Employer's compensation policies and practices and subject to all required withholdings. Employee shall be eligible annually, or more often if necessary, for adjustments or modifications to compensation, which shall be at the sole discretion of Employer.

B. From time to time during the term of this Agreement, the Board and/or the Human Resources and Governance Committee, shall determine Employee's entitlement to discretionary incentive compensation such as bonuses, restricted stock, or stock option awards. Any such incentive compensation shall be at the sole discretion of the Board and/or the Employer's Human Resources and Governance Committee of the Board of Directors, with consideration given to Employee's performance.

C. Employee shall receive a monthly automobile allowance of one thousand one hundred dollars ($1,100) for each month this Agreement remains in effect.

5. Benefits.

A. During the term of this Agreement, Employee shall be eligible for and participate in such benefit plans and programs as Employer may maintain in force for its senior executives, including medical and disability insurance. The benefits offered to senior executives may change from time to time in the sole discretion of Employer and nothing in this Agreement shall entitle Employee to any guaranteed benefits other than those provided to senior executives.

B. Notwithstanding the foregoing, with respect to vacation, Employee is entitled to accrue five weeks of paid vacation per year.

6. Expenses. In accordance with guidelines established by Employer, Employer shall reimburse Employee for ordinary, reasonable, and necessary expenses incurred by them directly in connection with the business of Employer, including, but not limited to, mileage at 'the current IRS Standard Mileage rate, travel, and entertainment; but Employer shall have the right to review the reasonableness of such expenses and to deny reimbursement for unreasonable or unnecessary expenses. Employee shall maintain and timely submit to Employer records and written receipts in order to substantiate expenses for which reimbursement is requested.

7. Review of Employee's Performance. No less frequently than annually, the Human Resources and Governance Committee of the Board shall review and evaluate Employee's performance and provide Employee with a written performance evaluation. Based upon this performance evaluation, the Board shall determine whether to continue or extend this Agreement and the terms of any extension to be offered.

8. Termination. This Agreement may be terminated by Employer as follows:

A. For Cause.

This Agreement and all of Employer's obligations (except its obligation to pay the amount of any compensation and benefits earned and unpaid through the date of termination, and COBRA benefits, if any) may be terminated by Employer for cause upon written notice to the Employee. In the event Employee: (a) commits a material breach of this Agreement; (b) materially violates any applicable written policies or procedures of Employer; (c) breaches his duty of loyalty to Employer; (d) engages in any activity that brings disrepute or discredit on Employer; (e) commits any act which is unlawful or materially detrimental to the business and affairs of Employer; (f) commits any act of fraud, theft, embezzlement or other abuse of the property, information or funds of Employer; (g) is convicted of any felony or of a misdemeanor involving deceit, moral turpitude or fraud; or (h) continually fails to communicate and fully disclose material information to Employer, the failure of which would adversely impact the Bank or may result in a violation of state or federal law. In addition, it is acknowledged and understood that in the event Employee is arrested for any felony or misdemeanor which results in a requirement that Employee be away from the job in excess of two (2) weeks, Employee may be placed on administrative leave without pay. If employee is unable to return to work and perform his essential duties after such two-week period, the Employer shall have cause to terminate employment whether or not employee is convicted of any crime related to such arrest. In the event this Agreement is terminated pursuant to this paragraph 8.A., Employee shall be entitled to no further compensation or severance payment.

B. Without Cause.

1. Notwithstanding Section 2, Employer may terminate this Agreement at any time during the Term (as outlined in Section 2) without cause upon written notice to Employee. In the event this Agreement is terminated pursuant to this paragraph 8.B., Employer shall pay Employee twenty-four (24) months base salary at the Employee's Base Salary then in effect, plus a termination bonus calculated as follows. The termination bonus shall be the average of the annual bonuses paid to Employee for the three-year period prior to the termination without cause, multiplied by 2. All payments which may become due to Employee under this Section 8.B.1. shall be paid by the Employer in a lump sum within six (6) months following termination, but in no event later than March 15th of the year following the year in which this Agreement is terminated.

2. In the event there is a Change in Control of Employer, and Employee's employment is terminated involuntarily, as defined in Section 8.B.3. below, within two (2) years of the Change in Control, Employee shall be paid 3 times the Base Salary then in effect, plus a bonus to be calculated as follows. The bonus shall be 3 times the average of the annual bonuses (total incentive) paid to Employee for the three-year period prior to the change in control. Finally, Employee shall also be paid an amount equal to the cost of COBRA continuation coverage for a two-year period calculated as follows: Employee's total medical and dental premium cost at the time of separation times one hundred two percent (102%) plus a mark-up of twenty-five percent (25%). All payments which may become due to Employee under this Section 8.B.2. shall be paid by the Employer in a lump sum within six (6) months following termination, but in no event later than March 15th of the year following the year in which this Agreement is terminated.

3. Involuntary Termination. For purposes of Section 8.B.2. above, Employee's employment shall be deemed to have been involuntarily terminated only if Employee's employment is terminated during the Term of the Agreement (as defined in Section 2 above) and within two (2) years following a Change in Control, without cause, by either:

   a. Action of the Employer; or

   b. The Employee's resignation in response to one or more of the following events, occurring after the Change in Control:

      (i) A diminution in the Employee's total compensation (base salary plus target incentive) of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Bank or the acquirer generally;

(ii) Without the Employee's express prior written consent, a material diminution of the Employee's authority, duties, and responsibilities with the Bank immediately prior to a Change in Control (including a material change in the level or authority of person(s) to whom the Employee reports);

(iii) Without the Employee's prior written consent, the Bank changes the principal location at which the Employee is required to work such that the Employee's regular one-way commute exceeds thirty-five (35) miles from their primary residence and is longer than their regular one-way commute prior to the change; or

(iv) Any other action or inaction that constitutes a material breach by the Bank of the terms of this Agreement with the Employee.

In the event of Employee's resignation, Employee's employment will not be deemed to have been involuntarily terminated unless Employee delivers written notice of one or more conditions described above to the Employer at least thirty (30) days prior to resignation and the Employer acknowledges the existence of one of the above conditions and does not remedy the condition within thirty (30) days after notice is received from Employee.

4. Change in Control. A Change in Control shall be deemed to have occurred upon any of the following events:

a. A Change in the Ownership of a Corporation. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group already owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

b. Change in the Effective Control of a Corporation. A change in the effective control of the corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

c. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

d. Transfers Among Family Members Or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Bank, shall not be considered in determining whether there has been a Change in Control event.

In addition to the forgoing, in order to constitute a Change in Control event, the Change in Control must relate to (i) the corporation for whom the Employee is performing services at the time of the Change in Control; or (ii) a corporation that is a majority shareholder of a corporation identified in (i) above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty percent (50%) of the total fair market value and total voting power of such corporation).

C. Termination upon Death or Disability. In the event that Employee is disabled and unable to perform the essential functions of his job with or without reasonable accommodation, this Agreement shall terminate. Upon termination of this Agreement for disability, neither party shall have any further obligation to the other under the terms of this Agreement. Should Employee die during the term of this Agreement, this Agreement shall terminate upon the date of Employee's death. If this Agreement is terminated due to the Employee's death or disability, the Employer shall have no further obligations under this Agreement other than payment of earned and accrued wages and benefits through the last date of employment. Nothing in this section shall affect the rights of Employee's beneficiaries under any life insurance policy or benefit plan separate from this Agreement.

D. Forfeiture of Severance Payments Following Action by Regulators. Notwithstanding any provision of this Agreement to the contrary, no payments shall be made to Employee pursuant to this paragraph 8 and any rights to payments may be forfeited on or after the occurrence of or as a result of any of the following events:

1. Temporary Suspension or Prohibition. If Employee is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818(e)(3) and (g)(1), all payments due or that may become due to Employee shall be suspended. If the charges in the notice are dismissed, any payments that would have been made during the suspension or temporary prohibition shall be made as soon as reasonably practicable.

2. Permanent Suspension or Prohibition. If Employee is removed and/or permanently prohibited from participating in the conduct of the Employer's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. § 1818(e)(4) and (g)(1), all payments due or that may become due to Employee shall be immediately forfeited and no further payments shall be due to Employee.

3. <u>Default</u>. If the Employer is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. §1813(x)), all payments due or that may become due to Employee shall be immediately forfeited and no further payments shall be due to Employee.

4. <u>Termination by Regulators</u>. All payments due or that may become due to Employee shall be immediately forfeited and no further payments shall be due to Employee, except to the extent determined that continuation of this Agreement and the affected provisions is necessary for the continued operation of the Employer: (i) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Employer under the authority contained in Section 13(c) of the FDIA, 12 U.S.C. §1823(c); or (ii) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Employer.

In addition, all payments due or that may become due to Employee shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and rights to any such payments shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Business Oversight, the FDIC, or any government agency which has jurisdiction over the Employer.

E. <u>Benefit Payments Conditional; Release</u>. Notwithstanding anything to the contrary contained in this Agreement, the Bank's obligation to make any payment to Employee following termination of employment shall be subject to satisfaction of each of the following conditions on or before the sixtieth (60^{th}) day following the Employee's termination of employment:

1. The Employee executes a valid and effective general release in such form as the Board may require;

2. Any period during which the Employee is permitted to revoke the release (under applicable law) expires without a revocation by the Employee; and

3. The release becomes effective by its terms.

The Bank may require that the Employee's release be executed no earlier than the date that the Employee's employment with the Bank terminates.

F. <u>Excise Tax Limitations; Reduction of Benefits</u>.

1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits under this Agreement, and the payments and benefits provided to, or for the

benefit of, the Employee under any other Bank plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) so that the maximum amount of the Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise Tax (the "Parachute Payment Threshold"). Unless the Employee shall have given prior written notice specifying a different order to the Bank to effectuate the Parachute Payment Threshold, the Bank shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Bank's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

2. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Agreement and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Bank (the "Advisor") at the Bank's expense. The Advisor shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Bank and the Employee within ten (10) days of the date of termination of the Employee's employment, if applicable, or such other time as requested by the Bank or the Employee (provided the Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Employee with respect to any Benefits, it shall furnish the Employee with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Employee provides written notice to the Bank within ten (10) days of the delivery of the Determination to the Employee that they dispute such Determination, the Determination shall be binding, final and conclusive upon the Bank and the Employee.

9. Confidentiality. Employee acknowledges that he will receive confidential information as a result of his employment with Employer, including: (a) knowledge of procedures and data pertaining to the business of Employer (including, but not limited to, analyses of business opportunities and customers, all of which constitute proprietary information of such business) and (b) significant contact with the customers, vendors, suppliers, and others who provide services to Employer, or

with whom Employer does business, all of which are a significant source of the goodwill of Employer's business. Employee acknowledges and agrees that the rights of Employer with respect to its proprietary information, the goodwill of its customers, vendors and suppliers, and the goodwill generated by its owners, management employees, are legitimate proprietary interests of the Employer, which it is entitled to protect. Employee agrees that any confidential information received as a result of his employment with Employer shall be maintained as confidential even upon his termination with or without cause from employment with Employer and shall not be shared with, or disseminated to, any third party. After termination of employment, Employee agrees that confidential information may not be shared with third parties except upon written authorization from Employer's Board. Employee agrees that on termination of his employment with Employer he shall not take any papers, documents as defined by California Evidence Code Section 250 or other tangible items that belong to or have been generated on behalf of or for Employer, except with Employer's written authorization. Employee will promptly return any and all property of Employer and copies of any documents as defined by California Evidence Code Section 250 he has in his possession or under his control.

10. Non-Solicitation and Non-Enticement. To the fullest extent permitted by law, Employee agrees that for a period of eighteen (18) months following termination of this Agreement, he will not, directly or indirectly, for his own account, for the account of others, whether as principal or agent, or through the agency of any corporation, partnership, limited liability company, association or other business entity, disclose or use any of Employer's trade secret information to solicit business from any of the existing customers, vendors and suppliers of Employer (including, but not limited to, customer lists, vendor lists and supplier lists of Employer); or, except upon the prior written approval of Employer, disclose or use any of Employer's trade secrets to solicit, directly, or indirectly, any employees of Employer or an affiliate thereof to leave their employment with Employer to work with Employee or Employee's new employer or competing business. All terms, provisions, limitations and restrictions set forth in this paragraph shall survive the termination of this Agreement.

11. General Provisions.

A. Assignment. This Agreement is not assignable by either party hereto.

B. Binding Nature; Inurement. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

C. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not adversely affect any other provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

D. Waiver. All rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required for any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

E. Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given and received if personally delivered, by facsimile with proof of transmission, or if mailed by the United States mail, postage prepaid and certified/return receipt requested, to the parties at the following addresses:

To Employer:
2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833

To Employee:
[redacted]

Any notice sent by mail shall be deemed to be given and received three (3) business days after it is deposited in the United States mail with first-class postage affixed. Any party may change its address for notice purposes by providing written notice to the other party.

F. Enforcement and Dispute Resolution. Employee and Employer voluntarily elect to submit all disputes arising out of Employee's employment, including any claims under this Agreement, exclusively to final and binding arbitration before a single arbitrator mutually agreed upon and selected by the parties within thirty (30) days following notice by the requesting party that arbitration is requested, or such other time period mutually agreed upon in writing by the parties. The parties understand and agree that this agreement to arbitrate is made under the provisions of the Federal Arbitration Act (9 U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. The arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA Rules"). A true and correct copy of the AAA Rules is posted on the Bank's intranet site (RCBi) and the Bank's cloud-based Employee Self Service Portal (Paylocity). The AAA

Rules are also available online at: https://www.adr.org/sites/default/files/EmploymentRules_Web_3.pdf.

In addition to discovery as authorized by the AAA Rules, the parties agree that the Arbitrator shall allow the full range of discovery authorized by the Federal Rules of Civil Procedure, with the understanding that any disputes the parties may have regarding discovery shall be brought only to the attention of the arbitrator, who shall issue a written decision resolving the dispute. Also, to the extent that any of the AAA Rules or anything in this Agreement conflicts with any arbitration procedures required by applicable state or federal law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the Arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. Nothing in this section relieves any party from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement, and the Arbitrator may dismiss a claim for failure to exhaust an administrative remedy, so long as such dismissal is consistent with applicable law. The decision of the arbitrator shall be final and binding on the parties. If the parties are unable to select the arbitrator in the manner set forth above, the arbitrator shall be selected in accordance with the AAA Rules.

The parties shall participate in the arbitration in good faith, Employer shall pay the costs unique to arbitration but both parties are responsible for their own attorneys' fees and costs except where the arbitrator awards attorney's fees and/or costs to the party in accordance with applicable law. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. The arbitrator is empowered to award all remedies provided by applicable laws.

G. <u>Entire Agreement</u>. This Agreement, together with the September 18, 2014 Participant Agreement between the parties under the Bank's Investment Employee Benefit Plan and Executive Supplemental Compensation Plan (Master SERP Plan Document, as amended September 18, 2014) constitutes and embodies the entire understanding and agreement of the parties hereto with respect to the subject matters discussed. Any waiver, alteration or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties.

H. <u>Governing Law</u>. Expect as stated in Section 11.F. (Enforcement and Dispute Resolution), this Agreement shall be governed by and be construed in accordance with the laws of the State of California.

I. Review and Construction of Agreement. Both parties have had an opportunity to consult attorneys and tax advisors of their own choice regarding the terms and provisions of this Agreement. The parties agree that this Agreement was drafted with significant input from each party such that it shall not be construed more favorably for or against either party.

J. Section and Paragraph Headings. The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EMPLOYER:	**EMPLOYEE:**
River City Bank, a California corporation	
By: /s/ Shawn Kelly Devlin Its: Chair of the Board	/ /s/ Stephen A. Fleming
Date: 2/7/2025	Date: 2/7/2025

Exhibit 10.2

Employment Agreement with Daniel Franklin dated February 1 2026

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of February 2026, by and between River City Bank, a California corporation located at 2480 Natomas Park Drive, Sacramento, California 95833 (referred to herein as "Bank" or "Employer"), and Daniel Franklin ("Employee").

WHEREAS, Employee has specialized expertise and experience with regard to the business of Employer; and,

WHEREAS, Employer and Employee wish to continue their mutually beneficial employment relationship for the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Employment. Employer shall employ Employee as its Director of Commercial Real Estate for the term of this Agreement, and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement, as amended, will commence on February 1, 2026, and continue through September 30, 2026, unless sooner terminated pursuant to paragraph 8 of this Agreement. This Agreement may be renewed for one (1) year or multi-year periods by the Employer's Board of Directors ("Board"), subject to the Employee's consent. Any renewal or extension of this Agreement shall be in writing.

3. Duties and Responsibilities.

   A. Employee shall have and perform such duties and responsibilities for the position of the Director of Commercial Real Estate of Employer as outlined in the job description and as shall from time to time be assigned to them by the Chief Executive Officer of Employer. As Director of Commercial Real Estate, Employee shall manage the Bank's CRE loan origination efforts in accordance with the business plan and policies approved by the Chief Executive Officer and Board of Directors. Employee's duties shall be consistent with those customarily performed by a Director of Commercial Real Estate at a bank with approximately $6 billion in assets.

   B. Employee agrees to fulfill all of their duties and responsibilities diligently, faithfully, and with their best efforts. Employee shall devote their full business time and effort to the performance of their duties hereunder, except as otherwise provided herein, or unless otherwise expressly authorized by Employer in writing.

C. Employee shall be subject to the Employer's written personnel policies and procedures applicable to all employees (other than those not consistent with the express terms hereof) and such other policies and procedures as the Employer may establish from time to time.

4. Compensation.

A. As compensation for services encompassed by this Agreement, Employee shall receive an annual base salary of three hundred ten thousand five hundred dollars ($310,500) ("Base Salary"), payable at a rate of twenty-five thousand eight hundred seventy-five dollars ($25,875) per calendar month, and in accordance with Employer's compensation policies and practices, and subject to all required withholdings. Employee shall be eligible annually, or more often if necessary, for adjustments or modifications to compensation, which shall be at the sole discretion of Employer.

B. From time to time during the term of this Agreement, the Board and/or the Chief Executive Officer shall determine Employee's entitlement to discretionary incentive compensation, such as bonuses, restricted stock, or stock option awards. Any such incentive compensation shall be at the sole discretion of the Board and/or the Employer's Compensation and Governance Committee of the Board of Directors, with consideration given to Employee's performance.

5. Benefits.

A. During the term of this Agreement, Employee shall be eligible for and participate in such benefit plans and programs as Employer may maintain in force for its senior executives, including medical and disability insurance. The benefits offered to senior executives may change from time to time at the sole discretion of Employer, and nothing in this Agreement shall entitle Employee to any guaranteed benefits other than those provided to senior executives.

B. Notwithstanding the foregoing, with respect to vacation, Employee is entitled to accrue five weeks of paid vacation per year.

6. Expenses. In accordance with guidelines established by Employer, Employer shall reimburse Employee for ordinary, reasonable, and necessary expenses incurred by them directly in connection with the business of Employer, including, but not limited to, mileage at the current IRS Standard Mileage rate, travel, and entertainment; but Employer shall have the right to review the reasonableness of such expenses and to deny reimbursement for unreasonable or unnecessary expenses. Employee shall maintain and timely submit to Employer records and written receipts in order to substantiate expenses for which reimbursement is requested.

7. Review of Employee's Performance. No less frequently than annually, the Chief Executive Officer shall review and evaluate Employee's performance and provide Employee with a written performance evaluation. Based upon this performance evaluation, the Board shall determine whether to continue or extend this Agreement and the terms of any extension to be offered.

8. Termination. This Agreement may be terminated by Employer as follows:

A. For Cause.

This Agreement and all of Employer's obligations (except its obligation to pay the amount of any compensation and benefits earned and unpaid through the date of termination, and COBRA benefits, if any) may be terminated by Employer for cause upon written notice to the Employee. Cause means any of the following:

(a) Material breach of this Agreement;
(b) Willful misconduct, gross negligence, or willful failure to substantially perform Employee's material duties other than by reason of Disability;
(c) Material violation of any written policies or procedures of Employer, including code of conduct, insider trading, anti-discrimination, and anti-harassment policies;
(d) Breach of duty of loyalty to Employer;
(e) Conduct that brings disrepute or discredit upon Employer;
(f) Any act that is unlawful or materially detrimental to Employer's business and affairs;
(g) Fraud, theft, embezzlement, or misappropriation of Employer's property, information, or funds;
(h) Conviction of any felony or any misdemeanor involving fraud, deceit, or moral turpitude;
(i) Repeated failure to disclose material information to Employer where such failure could adversely impact Employer or result in a violation of state or federal law; or
(j) Any other conduct or omission that would constitute cause for termination under applicable law or that is materially inconsistent with Employee's duties and obligations to Employer.

In addition, it is acknowledged and understood that in the event Employee is arrested for any felony or misdemeanor which results in a requirement that Employee be away from the job in excess of two (2) weeks, Employee may be placed on administrative leave without pay. If Employee is unable to return to work and perform their essential duties after such two-week period, the Employer shall have cause to terminate employment whether or not Employee is convicted of any crime related to such arrest. In the event this Agreement is terminated pursuant to this paragraph 8.A., Employee shall be entitled to no further compensation or severance payment.

B. Without Cause.

1. Notwithstanding Section 2, Employer may terminate this Agreement at any time during the Term (as outlined in Section 2) without cause upon written notice to Employee. In the event this Agreement is terminated pursuant to this paragraph 8.B., Employer shall pay Employee one (1) year's base salary at the Employee's Base Salary then in effect, plus a termination bonus calculated as follows. The termination bonus shall be the average of the annual bonuses paid to Employee for the three-year period prior to the termination without cause. All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination, but in no event later than March 15 of the year following the year in which this Agreement is terminated.

2. In the event there is a Change in Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change in Control, Employee shall be paid 1.5 times the Base Salary then in effect, plus a bonus to be calculated as follows. The bonus shall be 1.5 times the average of the annual bonuses (total incentive) paid to Employee for the three-year period prior to the change in control. Finally, Employee shall also be paid an amount equal to the cost of COBRA continuation coverage for an 18-month period calculated as follows: Employee's total medical and dental premium cost at the time of separation times one hundred two percent (102%) plus a mark-up of twenty-five percent (25%). All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination but in no event later than March 15 of the year following the year in which this Agreement is terminated.

3. Involuntary Termination. For purposes of paragraph 8.B.2 above, Employee's employment shall be deemed to have been involuntarily terminated only if Employee's employment is terminated during the Term of the Agreement (as defined in Section 2 above) and within two (2) years following a Change in Control, without cause, by either:

a. Action of the Employer; or

b. The Employee's resignation in response to one or more of the following events occurring after the Change in Control:

(i) A diminution in the Employee's total compensation (base salary plus target incentive) of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Bank or the acquirer generally;

(ii) Without the Employee's express prior written consent, a material diminution of the Employee's authority, duties, and responsibilities with the Bank immediately prior to a Change in Control (including a material change in the level or authority of the person(s) to whom the Employee reports);

(iii) Without the Employee's prior written consent, the Bank changes the principal location at which the Employee is required to work such that the Employee's regular one-way commute exceeds thirty-five (35) miles from their primary residence and is longer than their regular one-way commute prior to the change; or

(iv) Any other action or inaction that constitutes a material breach by the Bank of the terms of this Agreement with the Employee.

In the event of Employee's resignation, Employee's employment will not be deemed to have been involuntarily terminated unless Employee delivers written notice of one or more conditions described above to the Employer at least thirty (30) days prior to resignation and the Employer acknowledges the existence of one of the above conditions and does not remedy the condition within thirty (30) days after notice is received.

4. <u>Change in Control</u>**.** A Change in Control shall be deemed to have occurred upon any of the following events:

a. <u>A Change in the Ownership of a Corporation</u>. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group already owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

b. Change in the Effective Control of a Corporation. A change in the effective control of the corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

c. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

d. Transfers Among Family Members Or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control event.

In addition to the foregoing, in order to constitute a Change in Control event, the Change in Control must relate to (i) the corporation for whom the Employee is performing services at the time of the Change in Control; or (ii) a corporation that is a majority shareholder of a corporation identified in (i) above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty percent (50%) of the total fair market value and total voting power of such corporation).

C. Termination upon Death or Disability. In the event that Employee is disabled and unable to perform the essential functions of their job with or without reasonable accommodation, this Agreement shall terminate. Upon termination of this Agreement for disability, neither party shall have any further obligation to the other under the terms of this Agreement. Should Employee die during the term of this Agreement, this Agreement shall terminate upon the date of Employee's death. If this Agreement is terminated due to the Employee's death or disability, the Employer shall have no further obligations under this Agreement other than payment of earned and accrued wages and benefits. Nothing in this section shall affect the rights of Employee's beneficiaries under any life insurance policy or benefit plan separate from this Agreement.

D. Forfeiture of Severance Payments Following Action by Regulators. Notwithstanding any provision of this Agreement to the contrary, no payments shall be made to Employee pursuant to this paragraph 8, and any rights to payments may be forfeited on or after the occurrence of or as a result of any of the following events:

1. Temporary Suspension or Prohibition. If Employee is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818(e)(3) and (g)(1), all payments due or that may become due to Employee shall be suspended. If the charges in the notice are dismissed, any payments that would have been made during the suspension or temporary prohibition shall be made as soon as reasonably practicable.

2. Permanent Suspension or Prohibition. If Employee is removed and/or permanently prohibited from participating in the conduct of the Employer's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. § 1818(e)(4) and (g)(1), all payments due or that may become due to Employee shall be

immediately forfeited and no further payments shall be due to Employee.

3. Default. If the Employer is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. §1813(x)), all payments due or that may become due to Employee shall be immediately forfeited, and no further payments shall be due to Employee.

4. Termination by Regulators. All payments due or that may become due to Employee shall be immediately forfeited, and no further payments shall be due to Employee, except to the extent determined that continuation of this Agreement and the affected provisions are necessary for the continued operation of the Employer: (i) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Employer under the authority contained in Section 13(c) of the FDIA, 12 U.S.C. §1823(c); or (ii) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Employer.

In addition, all payments due or that may become due to Employee shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and rights to any such payments shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Business Oversight, the FDIC, or any government agency which has jurisdiction over the Employer.

E. Benefit Payments Conditional; Release. Notwithstanding anything to the contrary contained in this Agreement, the Bank's obligation to make any payment to Employee following termination of employment shall be subject to the satisfaction of each of the following conditions on or before the sixtieth (60^{th}) day following the Employee's termination of employment:

1. The Employee executes a valid and effective general release in such form as the Board may require;

2. Any period during which the Employee is permitted to revoke the release (under applicable law) expires without a revocation by the Employee; and

3. The release becomes effective by its terms.

The Bank may require that the Employee's release be executed no earlier than the date that the Employee's employment with the Bank terminates.

F. Excise Tax Limitations; Reduction of Benefits.

1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits under this Agreement, and the payments and benefits provided to, or for the benefit of, the Employee under any other Bank plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) so that the maximum amount of the Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise Tax (the "Parachute Payment Threshold"). Unless the Employee has given prior written notice specifying a different order to the Bank to effectuate the Parachute Payment Threshold, the Bank shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Bank's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

2. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Agreement and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Bank (the "Advisor") at the Bank's expense. The Advisor shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Bank and the Employee within ten (10) days of the date of termination of the Employee's employment, if applicable, or such other time as requested by the Bank or the Employee (provided the Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Employee with respect to any Benefits, it shall furnish the Employee with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Employee provides written notice to the Bank within ten (10) days of the delivery of the Determination to the Employee that they dispute such Determination, the Determination shall be binding, final, and conclusive upon the Bank and the Employee.

9. <u>Confidentiality</u>. Employee acknowledges that they will receive confidential information as a result of their employment with Employer, including: (a) knowledge of procedures and data pertaining to the business of Employer

(including, but not limited to, analyses of business opportunities and customers, all of which constitute proprietary information of such business) and (b) significant contact with the customers, vendors, suppliers, and others who provide services to Employer, or with whom Employer does business, all of which are a significant source of the goodwill of Employer's business. Employee acknowledges and agrees that the rights of Employer with respect to its proprietary information, the goodwill of its customers, vendors, and suppliers, and the goodwill generated by its owners, and management employees, are legitimate proprietary interests of the Employer, which it is entitled to protect. Employee agrees that any confidential information received as a result of their employment with Employer shall be maintained as confidential even upon their termination with or without cause from employment with Employer and shall not be shared or disseminated with any third persons. After termination of employment, Employee agrees that confidential information may not be shared with third parties except upon written authorization from Employer's Board. Employee agrees that on termination of their employment with Employer they shall not take any papers, documents as defined by California Evidence Code Section 250, or other tangible items that belong to or have been generated on behalf of or for Employer, except with Employer's written authorization. Employee will promptly return any and all property of Employer and copies of any documents as defined by California Evidence Code Section 250 they have in their possession or under their control.

10. <u>Non-Solicitation and Non-Enticement.</u> Employee agrees that for a period of eighteen (18) months following termination of this Agreement, they will not, directly or indirectly, for their own account, for the account of others, whether as principal or agent, or through the agency of any corporation, partnership, limited liability company, association or other business entity, use any of Employer's trade secret information to solicit business from, any of the existing customers, vendors and suppliers of Employer (nor use or allow the use of the customer lists, vendor lists, and supplier lists of Employer for such purposes); or, except upon the prior written approval of Employer, solicit, directly, or indirectly, any employees of Employer or an affiliate thereof to leave their employment with Employer to work with Employee or Employee's new employer or competing business. All terms, provisions, limitations, and restrictions set forth in this paragraph shall survive the termination of this Agreement.

11. <u>General Provisions</u>.

    A. <u>Assignment</u>. This Agreement is not assignable by either party hereto.

    B. <u>Binding Nature; Inurement</u>. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

    C. <u>Severability</u>. If any provision of this Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

D. Waiver. All rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required for any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

E. Notices. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been duly given and received if personally delivered, by facsimile with proof of transmission, or if mailed by the United States mail, postage prepaid and certified/return receipt requested, to the parties at the following addresses:

To Employer:
2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833

To Employee:
[redacted]

Any notice sent by mail shall be deemed to be given and received three (3) business days after it is deposited in the United States mail with first-class postage affixed. Any party may change its address for notice purposes by providing written notice to the other party.

F. Enforcement and Dispute Resolution. Employee and Employer voluntarily elect to submit all disputes arising out of Employee's employment, including any claims under this Agreement, exclusively to final and binding arbitration before a single arbitrator mutually agreed upon and selected by the parties within thirty (30) days following notice by the requesting party that arbitration is requested, or such other time period mutually agreed upon in writing by the parties. The parties understand and agree that this agreement to arbitrate is made under the provisions of the Federal Arbitration Act (9 U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. The arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA Rules"). A true and correct copy of the AAA Rules is posted on the Bank's intranet site (RCBi) and the

Bank's cloud-based Employee Self Service Portal (Paylocity). The AAA Rules are also available online at: https://www.adr.org/Rules.

In addition to discovery, as authorized by the AAA Rules, the parties agree that the arbitrator shall allow the full range of discovery authorized by the Federal Rules of Civil Procedure, with the understanding that any disputes the parties may have regarding discovery shall be brought only to the attention of the arbitrator, who shall issue a written decision resolving the dispute. Also, to the extent that any of the AAA Rules or anything in this Agreement conflicts with any arbitration procedures required by applicable state or federal law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. Nothing in this section relieves any party from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement, and the arbitrator may dismiss a claim for failure to exhaust an administrative remedy so long as such dismissal is consistent with applicable law. The decision of the arbitrator shall be final and binding on the parties. If the parties are unable to select the arbitrator in the manner set forth above, the arbitrator shall be selected in accordance with the AAA Rules.

The parties shall participate in the arbitration in good faith, Employer shall pay the costs unique to arbitration, but both parties are responsible for their own attorneys' fees and costs except where the arbitrator awards attorney's fees and/or costs to the party in accordance with applicable law. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. The arbitrator is empowered to award all remedies provided by applicable laws.

G. Entire Agreement. This Agreement, together with the September 18, 2014, Participant Agreement between the parties under the Bank's Investment Employee Benefit Plan and Executive Supplemental Compensation Plan (Master SERP Plan Document, as amended January 26, 2022), constitutes and embodies the entire understanding and agreement of the parties hereto with respect to the subject matters discussed. Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties.

H. Governing Law. Except as stated in section 11F (Enforcement and Dispute Resolution), this Agreement shall be governed by and be construed in accordance with the laws of the State of California.

I. Review and Construction of Agreement. Both parties have had an opportunity to consult attorneys and tax advisors of their own choice regarding the terms and provisions of this Agreement. The parties agree that this Agreement was drafted with significant input from each party such that it shall not be construed more favorably for or against either party.

J. Section and Paragraph Headings. The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EMPLOYER:

River City Bank, a California corporation

By: Steve Fleming (Feb 1, 2026 15:14:04 PST)
Stephen A. Fleming
Its: President and CEO

Date: 02/01/2026

EMPLOYEE:

Dan Franklin (Feb 1, 2026 15:10:43 PST)
Daniel Franklin

Date: 02/01/2026

Exhibit 10.3

Employment Agreement with Brian Killeen dated February 1, 2024

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of February 2024 by and between River City Bank, a California corporation located at 2480 Natomas Park Drive, Sacramento, California 95833 (referred to herein as "Bank" or "Employer"), and Brian Killeen ("Employee").

WHEREAS, Employee has specialized expertise and experience with regard to the business of Employer; and,

WHEREAS, Employer and Employee wish to continue their mutually beneficial employment relationship for the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Employment. Employer shall employ Employee as its Chief Financial Officer for the term of this Agreement, and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement, as amended, will commence on February 1, 2024, and continue until September 30, 2026, unless sooner terminated pursuant to paragraph 8 of this Agreement. This Agreement may be renewed for one (1) year or multi-year periods by the Employer's Board of Directors ("Board"), subject to the Employee's consent. Any renewal or extension of this Agreement shall be in writing.

3. Duties and Responsibilities.

   A. Employee shall have and perform such duties and responsibilities for the position of the Chief Financial Officer of Employer as outlined in the job description and as shall from time to time be assigned to him by the Chief Executive Officer of Employer. As Chief Financial Officer, the Employee's duties and responsibilities shall be the overall responsibility for the successful management of the day-to-day financial activities of the Employer consistent with the business plan and relevant policies as determined by the Chief Executive Officer and approved by the Board. Employee's duties shall be consistent with those customarily performed by the Chief Financial Officer of a bank with assets of approximately $5 billion.

   B. Employee agrees to fulfill all of their duties and responsibilities diligently, faithfully, and with their best efforts. Employee shall devote their full business time and effort to the performance of their duties hereunder, except as otherwise provided herein, or unless otherwise expressly authorized by Employer in writing.

C. Employee shall be subject to the Employer's written personnel policies and procedures applicable to all employees (other than those not consistent with the express terms hereof) and such other policies and procedures as the Employer may establish from time to time.

4. Compensation.

A. As compensation for services encompassed by this Agreement, Employee shall receive an annual base salary of three hundred twenty-five thousand dollars ($325,000) ("Base Salary"), payable at a rate of twenty-seven thousand, eighty-three and 33/100 dollars ($27,083.33) per calendar month, and in accordance with Employer's compensation policies and practices and subject to all required withholdings. Employee shall be eligible annually, or more often if necessary, for adjustments or modifications to compensation, which shall be at the sole discretion of Employer.

B. From time to time during the term of this Agreement, the Board and/or the Chief Executive Officer shall determine Employee's entitlement to discretionary incentive compensation such as bonuses, restricted stock, or stock option awards. Any such incentive compensation shall be at the sole discretion of the Board and/or the Employer's Human Resources and Governance Committee of the Board of Directors, with consideration given to Employee's performance.

5. Benefits.

A. During the term of this Agreement, Employee shall be eligible for and participate in such benefit plans and programs as Employer may maintain in force for its senior executives, including medical and disability insurance. The benefits offered to senior executives may change from time to time at the sole discretion of Employer, and nothing in this Agreement shall entitle Employee to any guaranteed benefits other than those provided to senior executives.

B. Notwithstanding the foregoing, with respect to vacation, Employee is entitled to accrue five weeks of paid vacation per year.

6. Expenses. In accordance with guidelines established by Employer, Employer shall reimburse Employee for ordinary, reasonable, and necessary expenses incurred by them directly in connection with the business of Employer, including, but not limited to, mileage at the current IRS Standard Mileage rate, travel, and entertainment; but Employer shall have the right to review the reasonableness of such expenses and to deny reimbursement for unreasonable or unnecessary

expenses. Employee shall maintain and timely submit to Employer records and written receipts in order to substantiate expenses for which reimbursement is requested.

7. Review of Employee's Performance. No less frequently than annually, the Chief Executive Officer shall review and evaluate Employee's performance and provide Employee with a written performance evaluation. Based upon this performance evaluation, the Board shall determine whether to continue or extend this Agreement and the terms of any extension to be offered.

8. Termination. This Agreement may be terminated by Employer as follows:

A. For Cause.

This Agreement and all of Employer's obligations (except its obligation to pay the amount of any compensation and benefits earned and unpaid through the date of termination, and COBRA benefits, if any) may be terminated by Employer for cause upon written notice to the Employee. In the event Employee: (a) commits a material breach of this Agreement; (b) materially violates any applicable written policies or procedures of Employer; (c) breaches their duty of loyalty to Employer; (d) engages in any activity that brings disrepute or discredit on Employer; (e) commits any act which is unlawful or materially detrimental to the business and affairs of Employer; (f) commits any act of fraud, theft, embezzlement or other abuse of the property, information or funds of Employer; (g) is convicted of any felony, or a misdemeanor involving deceit, moral turpitude or fraud; or (h) continually fails to communicate and fully disclose material information to Employer, the failure of which would adversely impact the Bank or may result in a violation of state or federal law. In addition, it is acknowledged and understood that in the event Employee is arrested for any felony or misdemeanor which results in a requirement that Employee be away from the job in excess of two (2) weeks, Employee may be placed on administrative leave without pay. If Employee is unable to return to work and perform their essential duties after such two-week period, the Employer shall have cause to terminate employment whether or not Employee is convicted of any crime related to such arrest. In the event this Agreement is terminated pursuant to this paragraph 8.A., Employee shall be entitled to no further compensation or severance payment.

B. Without Cause.

1. Notwithstanding Section 2, Employer may terminate this Agreement at any time during the Term (as outlined in Section 2) without cause upon written notice to Employee. In the event this Agreement is terminated pursuant to this paragraph 8.B., Employer shall pay Employee one (1) year's base salary at the Employee's

Base Salary then in effect, plus a termination bonus calculated as follows. The termination bonus shall be the average of the annual bonuses paid to Employee for the three-year period prior to the termination without cause. All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination but in no event later than March 15 of the year following the year in which this Agreement is terminated.

2. In the event there is a Change in Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change in Control, Employee shall be paid 1.5 times the Base Salary then in effect, plus a bonus to be calculated as follows. The bonus shall be 1.5 times the average of the annual bonuses (total incentive) paid to Employee for the three-year period prior to the change in control. Finally, Employee shall also be paid an amount equal to the cost of COBRA continuation coverage for an 18-month period calculated as follows: Employee's total medical and dental premium cost at the time of separation times one hundred two percent (102%) plus a mark-up of twenty-five percent (25%). All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination but in no event later than March 15 of the year following the year in which this Agreement is terminated.

3. <u>Involuntary Termination</u>. For purposes of paragraph 8.B.2 above, Employee's employment shall be deemed to have been involuntarily terminated only if Employee's employment is terminated during the Term of the Agreement (as defined in Section 2 above) and within two (2) years following a Change in Control, without cause, by either:

   a. Action of the Employer; or

   b. The Employee's resignation in response to one or more of the following events occurring after the Change in Control:

      (i) A diminution in the Employee's total compensation (base salary plus target incentive) of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Bank or the acquirer generally;

      (ii) Without the Employee's express prior written consent, a material diminution of the Employee's authority, duties, and responsibilities with the Bank immediately prior to a Change in Control (including a material change in the level or authority of the person(s) to whom the Employee reports);

(iii) Without the Employee's prior written consent, the Bank changes the principal location at which the Employee is required to work such that the Employee's regular one-way commute exceeds thirty-five (35) miles from their primary residence and is longer than their regular one-way commute prior to the change; or

(iv) Any other action or inaction that constitutes a material breach by the Bank of the terms of this Agreement with the Employee.

In the event of Employee's resignation, Employee's employment will not be deemed to have been involuntarily terminated unless Employee delivers written notice of one or more conditions described above to the Employer at least thirty (30) days prior to resignation and the Employer acknowledges the existence of one of the above conditions and does not remedy the condition within thirty (30) days after notice is received.

4. <u>Change in Control</u>. A Change in Control shall be deemed to have occurred upon any of the following events:

a. <u>A Change in the Ownership of a Corporation</u>. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group already owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

b. <u>Change in the Effective Control of a Corporation.</u> A change in the effective control of the corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

c. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

d. Transfers Among Family Members Or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control event.

In addition to the foregoing, in order to constitute a Change in Control event, the Change in Control must relate to (i) the corporation for whom the Employee is performing services at the time of the Change in Control; or (ii) a corporation that is a majority shareholder of a corporation identified in (i) above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty percent (50%) of the total fair market value and total voting power of such corporation).

C. Termination upon Death or Disability. In the event that Employee is disabled and unable to perform the essential functions of their job with or without reasonable accommodation, this Agreement shall terminate. Upon termination of this Agreement for disability, neither party shall have any further obligation to the other under the terms of this Agreement. Should Employee die during the term of this Agreement, this Agreement shall terminate upon the date of Employee's death. If this Agreement is terminated due to the Employee's death or disability, the Employer shall have no further obligations under this Agreement other than payment of earned and accrued wages and benefits. Nothing in this section shall affect the rights of Employee's beneficiaries under any life insurance policy or benefit plan separate from this Agreement.

D. Forfeiture of Severance Payments Following Action by Regulators. Notwithstanding any provision of this Agreement to the contrary, no payments shall be made to Employee pursuant to this paragraph 8, and any rights to payments may be forfeited on or after the occurrence of or as a result of any of the following events:

1. Temporary Suspension or Prohibition. If Employee is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818(e)(3) and (g)(1), all payments due or that may become due to Employee shall be suspended. If the charges in the notice are dismissed, any payments that would have been made during the suspension or temporary prohibition shall be made as soon as reasonably practicable.

2. Permanent Suspension or Prohibition. If Employee is removed and/or permanently prohibited from participating in the conduct of the Employer's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. § 1818(e)(4) and (g)(1), all payments due or that may become due to Employee shall be immediately forfeited and no further payments shall be due to Employee.

3. Default. If the Employer is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. §1813(x)), all payments due or that may become due to Employee shall be immediately forfeited, and no further payments shall be due to Employee.

4. Termination by Regulators. All payments due or that may become due to Employee shall be immediately forfeited, and no further

payments shall be due to Employee, except to the extent determined that continuation of this Agreement and the affected provisions are necessary for the continued operation of the Employer: (i) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Employer under the authority contained in Section 13(c) of the FDIA, 12 U.S.C. §1823(c); or (ii) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Employer.

In addition, all payments due or that may become due to Employee shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and rights to any such payments shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Business Oversight, the FDIC, or any government agency which has jurisdiction over the Employer.

E. Benefit Payments Conditional; Release. Notwithstanding anything to the contrary contained in this Agreement, the Bank's obligation to make any payment to Employee following termination of employment shall be subject to the satisfaction of each of the following conditions on or before the sixtieth (60^{th}) day following the Employee's termination of employment:

1. The Employee executes a valid and effective general release in such form as the Board may require;

2. Any period during which the Employee is permitted to revoke the release (under applicable law) expires without a revocation by the Employee; and

3. The release becomes effective by its terms.

The Bank may require that the Employee's release be executed no earlier than the date that the Employee's employment with the Bank terminates.

F. Excise Tax Limitations; Reduction of Benefits.

1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits under this Agreement, and the payments and benefits provided to, or for the benefit of, the Employee under any other Bank plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) so that the maximum amount of the Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise

Tax (the "Parachute Payment Threshold"). Unless the Employee has given prior written notice specifying a different order to the Bank to effectuate the Parachute Payment Threshold, the Bank shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Bank's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

2. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Agreement and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Bank (the "Advisor") at the Bank's expense. The Advisor shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Bank and the Employee within ten (10) days of the date of termination of the Employee's employment, if applicable, or such other time as requested by the Bank or the Employee (provided the Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Employee with respect to any Benefits, it shall furnish the Employee with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Employee provides written notice to the Bank within ten (10) days of the delivery of the Determination to the Employee that they dispute such Determination, the Determination shall be binding, final, and conclusive upon the Bank and the Employee.

9. Confidentiality. Employee acknowledges that they will receive confidential information as a result of their employment with Employer, including: (a) knowledge of procedures and data pertaining to the business of Employer (including, but not limited to, analyses of business opportunities and customers, all of which constitute proprietary information of such business) and (b) significant contact with the customers, vendors, suppliers, and others who provide services to Employer, or with whom Employer does business, all of which are a significant source of the goodwill of Employer's business. Employee acknowledges and agrees that the rights of Employer with respect to its proprietary information, the goodwill of its customers, vendors, and suppliers, and the goodwill generated by its owners, and management employees, are legitimate proprietary interests of the Employer, which it is entitled to protect. Employee agrees that any confidential information received as a result of their employment with Employer shall be maintained as

confidential even upon their termination with or without cause from employment with Employer and shall not be shared or disseminated with any third persons. After termination of employment, Employee agrees that confidential information may not be shared with third parties except upon written authorization from Employer's Board. Employee agrees that on termination of their employment with Employer they shall not take any papers, documents as defined by California Evidence Code Section 250, or other tangible items that belong to or have been generated on behalf of or for Employer, except with Employer's written authorization. Employee will promptly return any and all property of Employer and copies of any documents as defined by California Evidence Code Section 250 they have in their possession or under their control.

10. Non-Solicitation and Non-Enticement. Employee agrees that for a period of eighteen (18) months following termination of this Agreement, they will not, directly or indirectly, for their own account, for the account of others, whether as principal or agent, or through the agency of any corporation, partnership, limited liability company, association or other business entity, use any of Employer's trade secret information to solicit business from, any of the existing customers, vendors and suppliers of Employer (nor use or allow the use of the customer lists, vendor lists, and supplier lists of Employer for such purposes); or, except upon the prior written approval of Employer, solicit, directly, or indirectly, any employees of Employer or an affiliate thereof to leave their employment with Employer to work with Employee or Employee's new employer or competing business. All terms, provisions, limitations, and restrictions set forth in this paragraph shall survive the termination of this Agreement.

11. General Provisions.

A. Assignment. This Agreement is not assignable by either party hereto.

B. Binding Nature; Inurement. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

C. Severability. If any provision of this Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

D. Waiver. All rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required for any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

E. Notices. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been duly given and received if personally delivered, by facsimile with proof of transmission, or if mailed by the United States mail, postage prepaid and certified/return receipt requested, to the parties at the following addresses:

To Employer:
2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833

To Employee:
[redacted]

Any notice sent by mail shall be deemed to be given and received three (3) business days after it is deposited in the United States mail with first-class postage affixed. Any party may change its address for notice purposes by providing written notice to the other party.

F. Enforcement and Dispute Resolution. Employee and Employer voluntarily elect to submit all disputes arising out of Employee's employment, including any claims under this Agreement, exclusively to final and binding arbitration before a single arbitrator mutually agreed upon and selected by the parties within thirty (30) days following notice by the requesting party that arbitration is requested, or such other time period mutually agreed upon in writing by the parties. The parties understand and agree that this agreement to arbitrate is made under the provisions of the Federal Arbitration Act (9 U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. The arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA Rules"). A true and correct copy of the AAA Rules is posted on the Bank's intranet site (RCBi) and the Bank's cloud-based Employee Self Service Portal (Paylocity). The AAA Rules are also available online at: https://www.adr.org/Rules.

In addition to discovery, as authorized by the AAA Rules, the parties agree that the arbitrator shall allow the full range of discovery authorized by the Federal Rules of Civil Procedure, with the understanding that any disputes the parties may have regarding discovery shall be brought only to the attention of the arbitrator, who shall issue a written decision resolving the dispute. Also, to the extent that any of the AAA Rules or anything in this Agreement conflicts with any arbitration procedures required by applicable state or federal law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. Nothing in this section relieves any party from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement, and the arbitrator may dismiss a claim for failure to exhaust an administrative remedy so long as such dismissal is consistent with applicable law. The decision of the arbitrator shall be final and binding on the parties. If the parties are unable to select the arbitrator in the manner set forth above, the arbitrator shall be selected in accordance with the AAA Rules.

The parties shall participate in the arbitration in good faith, Employer shall pay the costs unique to arbitration, but both parties are responsible for their own attorneys' fees and costs except where the arbitrator awards attorney's fees and/or costs to the party in accordance with applicable law. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. The arbitrator is empowered to award all remedies provided by applicable laws.

G. Entire Agreement. This Agreement, together with the September 18, 2014, Participant Agreement between the parties under the Bank's Investment Employee Benefit Plan and Executive Supplemental Compensation Plan (Master SERP Plan Document, as amended January 26, 2022), constitutes and embodies the entire understanding and agreement of the parties hereto with respect to the subject matters discussed. Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties.

H. Governing Law. Except as stated in section 11F (Enforcement and Dispute Resolution), this Agreement shall be governed by and be construed in accordance with the laws of the State of California.

I. Review and Construction of Agreement. Both parties have had an opportunity to consult attorneys and tax advisors of their own choice regarding the terms and provisions of this Agreement. The parties agree that this Agreement was drafted with significant input from each party such that it shall not be construed more favorably for or against either party.

J. Section and Paragraph Headings. The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EMPLOYER:

River City Bank, a California corporation

By: /s/ Stephen Fleming
Its: President and CEO

Date:____________________

EMPLOYEE:

/s/ Brian Killeen
Brian Killeen

Date: 3/4/24

Exhibit 10.4

Employment Agreement with Patricia Lewis dated October 1, 2023

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of October 2023, by and between River City Bank, a California corporation located at 2480 Natomas Park Drive, Sacramento, California 95833 (referred to herein as "Bank" or "Employer"), and Patricia Lewis ("Employee").

WHEREAS, Employee has specialized expertise and experience with regard to the business of Employer; and,

WHEREAS, Employer and Employee wish to continue their mutually beneficial employment relationship for the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. Employment. Employer shall employ Employee as its Chief Operating Officer for the term of this Agreement, and Employee accepts such employment on the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement, as amended, will commence on October 1, 2023, and continue for a term of three (3) years, unless sooner terminated pursuant to paragraph 8 of this Agreement. This Agreement may be renewed for one (1) year or multi-year periods by the Employer's Board of Directors ("Board"), subject to the Employee's consent. Any renewal or extension of this Agreement shall be in writing.

3. Duties and Responsibilities.

A. Employee shall have and perform such duties and responsibilities for the position of the Chief Operating Officer of Employer as outlined in the job description and as shall from time to time be assigned to them by the Chief Executive Officer of Employer. As Chief Operating Officer, Employee's duties and responsibilities shall be the overall responsibility for the successful management of the day-to-day operations, cash management, retail banking, human resources, marketing, and information technology of Employer consistent with the business plan and relevant policies as determined by the Chief Executive Officer and approved by the Board. Employee's duties shall be consistent with those customarily performed by the Chief Operating Officer of a bank with assets of approximately $4 billion.

B. Employee agrees to fulfill all of their duties and responsibilities diligently, faithfully, and with their best efforts. Employee shall devote their full business time and effort to the performance of their duties hereunder, except as otherwise provided herein, or unless otherwise expressly authorized by Employer in writing.

C. Employee shall be subject to the Employer's written personnel policies and procedures applicable to all employees (other than those not consistent with the express terms hereof) and such other policies and procedures as the Employer may establish from time to time.

4. Compensation.

A. As compensation for services encompassed by this Agreement, Employee shall receive an annual base salary of three hundred twenty-eight thousand, three hundred eighty-seven dollars ($328,387) ("Base Salary"), payable at a rate of twenty-seven thousand, three hundred sixty-five and 58/100 dollars ($27,365.58) per calendar month, and in accordance with Employer's compensation policies and practices and subject to all required withholdings. Employee shall be eligible annually, or more often if necessary, for adjustments or modifications to compensation, which shall be at the sole discretion of Employer.

B. From time to time during the term of this Agreement, the Board and/or the Chief Executive Officer shall determine Employee's entitlement to discretionary incentive compensation such as bonuses, restricted stock, or stock option awards. Any such incentive compensation shall be at the sole discretion of the Board and/or the Employer's Human Resources and Governance Committee of the Board of Directors, with consideration given to Employee's performance.

5. Benefits.

A. During the term of this Agreement, Employee shall be eligible for and participate in such benefit plans and programs as Employer may maintain in force for its senior executives, including medical and disability insurance. The benefits offered to senior executives may change from time to time at the sole discretion of Employer, and nothing in this Agreement shall entitle Employee to any guaranteed benefits other than those provided to senior executives.

B. Notwithstanding the foregoing, with respect to vacation, Employee is entitled to accrue five weeks of paid vacation per year.

6. Expenses. In accordance with guidelines established by Employer, Employer shall reimburse Employee for ordinary, reasonable, and necessary expenses incurred by them directly in connection with the business of Employer, including, but not limited to, mileage at the current IRS Standard Mileage rate, travel, and entertainment; but Employer shall have the right to review the reasonableness of

such expenses and to deny reimbursement for unreasonable or unnecessary expenses. Employee shall maintain and timely submit to Employer records and written receipts in order to substantiate expenses for which reimbursement is requested.

7. Review of Employee's Performance. No less frequently than annually, the Chief Executive Officer shall review and evaluate Employee's performance and provide Employee with a written performance evaluation. Based upon this performance evaluation, the Board shall determine whether to continue or extend this Agreement and the terms of any extension to be offered.

8. Termination. This Agreement may be terminated by Employer as follows:

A. For Cause.

This Agreement and all of Employer's obligations (except its obligation to pay the amount of any compensation and benefits earned and unpaid through the date of termination, and COBRA benefits, if any) may be terminated by Employer for cause upon written notice to the Employee. In the event Employee: (a) commits a material breach of this Agreement; (b) materially violates any applicable written policies or procedures of Employer; (c) breaches their duty of loyalty to Employer; (d) engages in any activity that brings disrepute or discredit on Employer; (e) commits any act which is unlawful or materially detrimental to the business and affairs of Employer; (f) commits any act of fraud, theft, embezzlement or other abuse of the property, information or funds of Employer; (g) is convicted of any felony, or a misdemeanor involving deceit, moral turpitude or fraud; or (h) continually fails to communicate and fully disclose material information to Employer, the failure of which would adversely impact the Bank or may result in a violation of state or federal law. In addition, it is acknowledged and understood that in the event Employee is arrested for any felony or misdemeanor which results in a requirement that Employee be away from the job in excess of two (2) weeks, Employee may be placed on administrative leave without pay. If Employee is unable to return to work and perform their essential duties after such two-week period, the Employer shall have cause to terminate employment whether or not Employee is convicted of any crime related to such arrest. In the event this Agreement is terminated pursuant to this paragraph 8.A., Employee shall be entitled to no further compensation or severance payment.

B. Without Cause.

1. Notwithstanding Section 2, Employer may terminate this Agreement at any time during the Term (as outlined in Section 2) without cause upon written notice to Employee. In the event this Agreement is terminated pursuant to this paragraph 8.B., Employer

shall pay Employee one (1) year's base salary at the Employee's Base Salary then in effect, plus a termination bonus calculated as follows. The termination bonus shall be the average of the annual bonuses paid to Employee for the three-year period prior to the termination without cause. All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination but in no event later than March 15 of the year following the year in which this Agreement is terminated.

2. In the event there is a Change in Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change in Control, Employee shall be paid 1.5 times the Base Salary then in effect, plus a bonus to be calculated as follows. The bonus shall be 1.5 times the average of the annual bonuses (total incentive) paid to Employee for the three-year period prior to the change in control. Finally, Employee shall also be paid an amount equal to the cost of COBRA continuation coverage for an 18-month period calculated as follows: Employee's total medical and dental premium cost at the time of separation times one hundred two percent (102%) plus a mark-up of twenty-five percent (25%). All payments which may become due to Employee under this paragraph shall be paid by the Employer in a lump sum within six (6) months following termination but in no event later than March 15 of the year following the year in which this Agreement is terminated.

3. <u>Involuntary Termination</u>. For purposes of paragraph 8.B.2 above, Employee's employment shall be deemed to have been involuntarily terminated only if Employee's employment is terminated during the Term of the Agreement (as defined in Section 2 above) and within two (2) years following a Change in Control, without cause, by either:

   a. Action of the Employer; or

   b. The Employee's resignation in response to one or more of the following events occurring after the Change in Control:

      (i) A diminution in the Employee's total compensation (base salary plus target incentive) of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Bank or the acquirer generally;

(ii) Without the Employee's express prior written consent, a material diminution of the Employee's authority, duties, and responsibilities with the Bank immediately prior to a Change in Control (including a material change in the level or authority of the person(s) to whom the Employee reports);

(iii) Without the Employee's prior written consent, the Bank changes the principal location at which the Employee is required to work such that the Employee's regular one-way commute exceeds thirty-five (35) miles from their primary residence and is longer than their regular one-way commute prior to the change; or

(iv) Any other action or inaction that constitutes a material breach by the Bank of the terms of this Agreement with the Employee.

In the event of Employee's resignation, Employee's employment will not be deemed to have been involuntarily terminated unless Employee delivers written notice of one or more conditions described above to the Employer at least thirty (30) days prior to resignation and the Employer acknowledges the existence of one of the above conditions and does not remedy the condition within thirty (30) days after notice is received.

4. Change in Control. A Change in Control shall be deemed to have occurred upon any of the following events:

a. A Change in the Ownership of a Corporation. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group already owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

b. Change in the Effective Control of a Corporation. A change in the effective control of the corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

c. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

d. Transfers Among Family Members Or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control event.

In addition to the foregoing, in order to constitute a Change in Control event, the Change in Control must relate to (i) the corporation for whom the Employee is performing services at the time of the Change in Control; or (ii) a corporation that is a majority shareholder of a corporation identified in (i) above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty percent (50%) of the total fair market value and total voting power of such corporation).

C. Termination upon Death or Disability. In the event that Employee is disabled and unable to perform the essential functions of their job with or without reasonable accommodation, this Agreement shall terminate. Upon termination of this Agreement for disability, neither party shall have any further obligation to the other under the terms of this Agreement. Should Employee die during the term of this Agreement, this Agreement shall terminate upon the date of Employee's death. If this Agreement is terminated due to the Employee's death or disability, the Employer shall have no further obligations under this Agreement other than payment of earned and accrued wages and benefits. Nothing in this section shall affect the rights of Employee's beneficiaries under any life insurance policy or benefit plan separate from this Agreement.

D. Forfeiture of Severance Payments Following Action by Regulators. Notwithstanding any provision of this Agreement to the contrary, no payments shall be made to Employee pursuant to this paragraph 8, and any rights to payments may be forfeited on or after the occurrence of or as a result of any of the following events:

1. Temporary Suspension or Prohibition. If Employee is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818(e)(3) and (g)(1), all payments due or that may become due to Employee shall be suspended. If the charges in the notice are dismissed, any payments that would have been made during the suspension or temporary prohibition shall be made as soon as reasonably practicable.

2. Permanent Suspension or Prohibition. If Employee is removed and/or permanently prohibited from participating in the conduct of the Employer's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. § 1818(e)(4) and (g)(1), all payments due or that may become due to Employee shall be immediately forfeited and no further payments shall be due to Employee.

3. Default. If the Employer is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. §1813(x)), all payments due or that may become due to Employee shall be immediately forfeited, and no further payments shall be due to Employee.

4. Termination by Regulators. All payments due or that may become due to Employee shall be immediately forfeited, and no further payments shall be due to Employee, except to the extent determined that continuation of this Agreement and the affected provisions are necessary for the continued operation of the Employer: (i) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Employer under the authority contained in Section 13(c) of the FDIA, 12 U.S.C. §1823(c); or (ii) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Employer.

In addition, all payments due or that may become due to Employee shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and rights to any such payments shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Business Oversight, the FDIC, or any government agency which has jurisdiction over the Employer.

E. Benefit Payments Conditional; Release. Notwithstanding anything to the contrary contained in this Agreement, the Bank's obligation to make any payment to Employee following termination of employment shall be subject to the satisfaction of each of the following conditions on or before the sixtieth (60^{th}) day following the Employee's termination of employment:

1. The Employee executes a valid and effective general release in such form as the Board may require;

2. Any period during which the Employee is permitted to revoke the release (under applicable law) expires without a revocation by the Employee; and

3. The release becomes effective by its terms.

The Bank may require that the Employee's release be executed no earlier than the date that the Employee's employment with the Bank terminates.

F. Excise Tax Limitations; Reduction of Benefits.

1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits under this Agreement, and the payments and benefits provided to, or for the benefit of, the Employee under any other Bank plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) so that the maximum amount of the

Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise Tax (the "Parachute Payment Threshold"). Unless the Employee has given prior written notice specifying a different order to the Bank to effectuate the Parachute Payment Threshold, the Bank shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Bank's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

2. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Agreement and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Bank (the "Advisor") at the Bank's expense. The Advisor shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Bank and the Employee within ten (10) days of the date of termination of the Employee's employment, if applicable, or such other time as requested by the Bank or the Employee (provided the Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Employee with respect to any Benefits, it shall furnish the Employee with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Employee provides written notice to the Bank within ten (10) days of the delivery of the Determination to the Employee that they dispute such Determination, the Determination shall be binding, final, and conclusive upon the Bank and the Employee.

9. <u>Confidentiality</u>. Employee acknowledges that they will receive confidential information as a result of their employment with Employer, including: (a) knowledge of procedures and data pertaining to the business of Employer (including, but not limited to, analyses of business opportunities and customers, all of which constitute proprietary information of such business) and (b) significant contact with the customers, vendors, suppliers, and others who provide services to Employer, or with whom Employer does business, all of which are a significant source of the goodwill of Employer's business. Employee acknowledges and agrees that the rights of Employer with respect to its proprietary information, the goodwill of its customers, vendors, and suppliers, and the goodwill generated by its owners, and management employees, are legitimate proprietary interests of the Employer,

which it is entitled to protect. Employee agrees that any confidential information received as a result of their employment with Employer shall be maintained as confidential even upon their termination with or without cause from employment with Employer and shall not be shared or disseminated with any third persons. After termination of employment, Employee agrees that confidential information may not be shared with third parties except upon written authorization from Employer's Board. Employee agrees that on termination of their employment with Employer they shall not take any papers, documents as defined by California Evidence Code Section 250, or other tangible items that belong to or have been generated on behalf of or for Employer, except with Employer's written authorization. Employee will promptly return any and all property of Employer and copies of any documents as defined by California Evidence Code Section 250 they have in their possession or under their control.

10. <u>Non-Solicitation and Non-Enticement.</u> Employee agrees that for a period of eighteen (18) months following termination of this Agreement, they will not, directly or indirectly, for their own account, for the account of others, whether as principal or agent, or through the agency of any corporation, partnership, limited liability company, association or other business entity, use any of Employer's trade secret information to solicit business from, any of the existing customers, vendors and suppliers of Employer (nor use or allow the use of the customer lists, vendor lists, and supplier lists of Employer for such purposes); or, except upon the prior written approval of Employer, solicit, directly, or indirectly, any employees of Employer or an affiliate thereof to leave their employment with Employer to work with Employee or Employee's new employer or competing business. All terms, provisions, limitations, and restrictions set forth in this paragraph shall survive the termination of this Agreement.

11. <u>General Provisions.</u>

   A. <u>Assignment</u>. This Agreement is not assignable by either party hereto.

   B. <u>Binding Nature; Inurement</u>. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

   C. <u>Severability</u>. If any provision of this Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

   D. <u>Waiver</u>. All rights and remedies of either party under this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required for any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

E. Notices. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been duly given and received if personally delivered, by facsimile with proof of transmission, or if mailed by the United States mail, postage prepaid and certified/return receipt requested, to the parties at the following addresses:

To Employer:
2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833

To Employee:
[redacted]

Any notice sent by mail shall be deemed to be given and received three (3) business days after it is deposited in the United States mail with first-class postage affixed. Any party may change its address for notice purposes by providing written notice to the other party.

F. Enforcement and Dispute Resolution. Employee and Employer voluntarily elect to submit all disputes arising out of Employee's employment, including any claims under this Agreement, exclusively to final and binding arbitration before a single arbitrator mutually agreed upon and selected by the parties within thirty (30) days following notice by the requesting party that arbitration is requested, or such other time period mutually agreed upon in writing by the parties. The parties understand and agree that this agreement to arbitrate is made under the provisions of the Federal Arbitration Act (9 U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. The arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA Rules"). A true and correct copy of the AAA Rules is posted on the Bank's intranet site (RCBi) and the Bank's cloud-based Employee Self Service Portal (Paylocity). The AAA Rules are also available online at: https://www.adr.org/Rules.

In addition to discovery, as authorized by the AAA Rules, the parties agree that the arbitrator shall allow the full range of discovery authorized by the Federal Rules of Civil Procedure, with the understanding that any disputes the parties may have regarding discovery shall be brought only to the attention of the arbitrator, who shall issue a written decision resolving the dispute. Also, to the extent that any of the AAA Rules or anything in this Agreement conflicts with any arbitration procedures required by applicable state or federal law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. Nothing in this section relieves any party from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement, and the arbitrator may dismiss a claim for failure to exhaust an administrative remedy so long as such dismissal is consistent with applicable law. The decision of the arbitrator shall be final and binding on the parties. If the parties are unable to select the arbitrator in the manner set forth above, the arbitrator shall be selected in accordance with the AAA Rules.

The parties shall participate in the arbitration in good faith, Employer shall pay the costs unique to arbitration, but both parties are responsible for their own attorneys' fees and costs except where the arbitrator awards attorney's fees and/or costs to the party in accordance with applicable law. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. The arbitrator is empowered to award all remedies provided by applicable laws.

G. Entire Agreement. This Agreement, together with the September 18, 2014, Participant Agreement between the parties under the Bank's Investment Employee Benefit Plan and Executive Supplemental Compensation Plan (Master SERP Plan Document, as amended January 26, 2022), constitutes and embodies the entire understanding and agreement of the parties hereto with respect to the subject matters discussed. Any waiver, alteration, or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties.

H. Governing Law. Except as stated in section 11F (Enforcement and Dispute Resolution), this Agreement shall be governed by and be construed in accordance with the laws of the State of California.

I. Review and Construction of Agreement. Both parties have had an opportunity to consult attorneys and tax advisors of their own choice regarding the terms and provisions of this Agreement. The parties agree that this Agreement was drafted with significant input from each party such that it shall not be construed more favorably for or against either party.

J. Section and Paragraph Headings. The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

EMPLOYER:	**EMPLOYEE:**
River City Bank, a California corporation	
By: /s/ Stephen A. Fleming Its: President and CEO	/s/ Patricia Lewis Patricia Lewis
Date: 9 - 26- 2023	Date: 10/22/2023

Exhibit 10.5

2008 River City Bank Executive Supplemental Compensation Master SERP Plan Document, as amended September 18, 2014

2008
RIVER CITY BANK
INVESTMENT EMPLOYEE BENEFIT PLAN

EXECUTIVE SUPPLEMENTAL COMPENSATION
MASTER SERPPLAN DOCUMENT

As Amended & Approved September 18, 2014

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2008
RIVER CITY BANK
INVESTMENT EMPLOYEE BENEFIT PLAN

EXECUTIVE SUPPLEMENTAL COMPENSATION
MASTER SERP PLAN DOCUMENT

As part of its River City Bank Investment Employee Benefit Plan, and in order to comply with the final regulations under section 409A of the Internal Revenue Code of 1986, issued by the Internal Revenue Service (IRS) and Treasury Department on April 10, 2007, River City Bank (the "Company") adopted the 2008 River City Bank Executive Supplemental Compensation *Master SERP Plan Document* (hereinafter "Plan" and "*Plan Document*"), which amended, superseded and replaced individual Executive Salary Continuation Agreements previously in effect. The Plan was amended effective as of February 15, 2011. The Company hereby further amends the Plan, to be effective September 18, 2014.

The purpose of this Plan is to provide supplemental retirement benefits for certain key employees of River City Bank. It is intended that the Plan will aid in retaining and attracting individuals of exceptional ability by providing them with these benefits.

This Plan is intended to be an unfunded arrangement maintained by the Company primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as those terms are defined under the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Supplemental retirement benefits payable under this Agreement will be paid from the general assets of the Company and the Participants have no greater rights to the general assets of the Company than any other unsecured general creditor.

ARTICLE I

DEFINITIONS

For the purposes of this Plan, the following terms shall have the meanings indicated, unless the context clearly indicates otherwise:

1.1 **Administrator**. The HR & Compensation Committee of the Company's Board of Directors (the "Committee" or "Administrator") shall be the Plan Administrator and, solely for the purposes of ERISA, the "fiduciary" of this Agreement where a fiduciary is required by ERISA. The day to day administration of the Plan shall be performed by the Company's Human Resources Director.

1.2 **Agreement.** The term "Agreement" shall refer to the contractual agreement between the Participant and the Company, as evidenced by this *Plan Document* (including any Exhibits) and the Participation Agreement. As stated in Article III, the *Plan Document* and the Participation Agreement shall, collectively, be considered one complete contract between the parties.

1.3 **Applicable Percentage.** The term "Applicable Percentage" means the percentage of the Supplemental Compensation Benefit that the Participant is entitled to receive based on their date of Separation From Service, as shown on the schedule set forth in the individual Participation Agreement, and subject to adjustment as provided in this *Plan Document* for certain events of retirement or Termination of Employment.

1.4 **Beneficiary.** The term "Beneficiary(ies)" shall refer to the person, persons or entity designated in writing by the Participant on forms provided by the Administrator to receive the benefits payable under this Plan. A Participant may change his Beneficiary(ies) from time to time, so long as permissible, by filing a new written designation with the Administrator, and such designation shall be effective upon receipt by the Administrator. If a Participant has not validly designated a beneficiary, or if a designated Beneficiary predeceases the Participant, then any benefit owed pursuant to this Plan shall be made to Participant's estate.

1.5 **Board.** The term "Board" means the Board of Directors of River City Bank.

1.6 **Change in Control.** A Change in Control shall be deemed to have occurred upon any of the following events, as such terms are defined in IRC 409A:

A. A Change in the Ownership of a Corporation. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group (as defined in IRC 409A), acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

B. Change in the Effective Control of a Corporation. A change in the effective control of the corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

C. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

D. Transfers Among Family Members or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Company, shall not be considered in determining whether there has been a Change in Control event.

In addition to the forgoing, and in accordance with IRC 409A, in order to constitute a Change in Control event with respect to a specific Participant, the Change in Control must relate to (i) the corporation for whom the Participant is performing services at the time of the Change in Control; (ii) the corporation that is liable for the payment of the deferred compensation (or all corporations liable for the payment if more than one corporation is liable) but only if either the deferred compensation is attributable to the performance of service by the Participant for such corporation (or corporations) or there is a bona fide business purpose for such corporation or corporations to be liable for such payment and no significant purpose of making such corporation or corporations liable for such payment is the avoidance of Federal income tax; or (iii) a corporation that is a majority shareholder of a corporation identified above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty (50%) percent of the total fair market value and total voting power of such corporation).

1.7 The Company. The "Company" shall refer to River City Bank.

1.8 Compensation Committee. The term "Compensation Committee" means the Human Resources & Compensation Committee of the Board of Directors for River City Bank.

1.9 Disability/Disabled. For the purpose of this Plan, Participant will be considered disabled if he meets the following requirements specified in IRC 409A:

A. He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than Twelve (12) months, or

B. He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than Twelve (12) months, receiving income replacement benefits for a period of not less than Three (3) months under an accident and health plan covering employees of the Executive's employer.

1.10 Discount Rate. The "Discount Rate" shall refer to the rate in effect and used by the Company to calculate Plan liabilities as of the date of Separation From Service or Disability. The Discount Rate shall meet reasonable standards according to Generally Accepted Accounting Principles (GAAP) and shall be defined by the Twenty (20) Year US Treasury Yield (or interpolated yield if not available) plus 1.5%. The Discount Rate shall be adjusted to a current rate on at least a quarterly basis.

1.11 Effective Date. The term "Effective Date" shall mean the date identified as such in the opening paragraph of this Agreement.

1.12 Employer. The term "Employer" shall be synonymous with the term "Company".

1.13 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.14 Executive/Participant. The terms "Executive" and "Participant" shall be used interchangeably throughout this Agreement and shall mean any individual who is participating in or has participated in this Plan as provided in Article IV, and who has not yet received his full benefit hereunder.

1.15 Executive Benefit. The term "Executive Benefit" shall mean the actual amount to be paid to Participant pursuant to this Plan, which shall include any reductions or adjustments (a) required under the other provisions of this *Plan Agreement*; or (b) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Employer or Company; or (c) required in order for the Employer to comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g. FICA, FUTA, SDI).

1.16 Involuntary Separation From Service. In accordance with IRC 409A, the term "Involuntary Separation from Service" shall mean a Separation from Service due to the independent exercise of the unilateral authority of the Company to terminate the Participant's services, other than due to Participant's implicit or explicit request, where Participant was willing and able to continue performing services.

1.17 **<u>IRC and IRC 409A</u>**. The term "IRC" shall mean the Internal Revenue Code of 1986, as amended. The term "IRC 409A" shall mean Internal Revenue Code Section 409A and the Treasury Regulations promulgated thereunder, including any subsequent and related notices or clarifications.

1.18 **<u>Net Present Value.</u>** The term "Net Present Value" (or NPV) shall mean the value of a Participant's benefit, using the Discount Rate as defined herein, and assuming a lump sum payment no later than thirty (30) days after Separation From Service or a determination of Disability.

1.19 **<u>Normal Retirement Age</u>**. Unless specified otherwise in the individual Participation Agreement, the term "Normal Retirement Age" shall mean the Participant's attainment of age Sixty- Five (65).

1.20 **<u>Normal Retirement Date</u>**. The term "Normal Retirement Date" shall mean a date which satisfies the following: (a) it shall be a date on or after Participant attains the Normal Retirement Age, and (b) it shall be the date on which Participant Separates From Service (for any reason other than For Cause).

1.21 **<u>Participation Agreement</u>**. The term "Participation Agreement" means the agreement entitled "Participation Agreement" (a current sample form of which is attached hereto as Exhibit 1) which is approved by the Compensation Committee pursuant to Article IV, and executed by a Participant to indicate his participation in the Plan.

1.22 **<u>Plan and *Plan Document*</u>**. The terms "Plan" and "*Plan Document*" mean this 2008 River City Bank Executive Supplemental Compensation plan (the "Plan"), as evidenced by this *Master SERP Plan Document* (*Plan Document*).

1.23 **<u>Plan Year.</u>** The "Plan Year" shall be the Company's fiscal year and the calendar year.

1.24 **<u>Separation From Service/ Termination of Employment</u>.** The terms "Separation From Service" (or Separates From Service) and "Termination of Employment" (or "Terminate" or "Terminates") as used in this *Plan Agreement* shall be used interchangeably and shall be interpreted in accordance with the provisions of IRC 409A and any related notices, guidance or regulations. Under the current provisions of IRC 409A, whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the Company and the Executive reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services the employee will perform after such date (whether as an employee or as an independent contractor) will permanently decrease to no more than twenty (20%) percent of the average level of bona fide services performed (as an employee or an independent contractor) over the immediately preceding thirty-six (36) month period (or the full period of services to the employer if the employee has been providing services to the employer less than 36 months). There shall be no Separation From Service while the Executive is on military leave, sick leave or other bona fide leave of absence, as long as such leave does not exceed six (6) months, or if longer, so long as the individual retains a right to re-employment with the service recipient under an applicable statute or by contract. Notwithstanding any Plan provisions to the contrary, a Participant shall not be deemed to have terminated employment with the Company in circumstances that give rise to benefits under the Plan if his or her employment by the Company terminates but the Participant otherwise continues, immediately after such termination of employment, as an employee of any subsidiary or affiliate of the Company.

1.25 Specified Employee. The term "Specified Employee" means a Participant who, as of the date of his Separation from Service, is a key employee of an employer of which any stock is publicly traded on an established securities market or otherwise. An employee is a key employee if the employee meets the requirements of section 416(i)(1)(A)(i), (ii), or (iii) (applied in accordance with the regulations thereunder and disregarding section 416(i)(5)) at any time during the twelve (12) month period ending on a specified employee identification date. If Participant is a key employee as of a specified employee identification date, then Participant shall be treated as a key employee for the entire twelve (12) month period beginning on the specified employee effective date. In the event that IRC 409A modifies the definition of what constitutes a "Specified Employee", then this agreement shall be revised accordingly.

1.26 Target Benefit Amount. The term "Target Benefit Amount" means the monthly benefit specified in the individual Participation Agreement. The Target Benefit Amount will vary by Participant, and will be based on a One Hundred and Eighty (180) month payment period. In addition, the actual amount due and paid to a Participant may be reduced pursuant to the terms of this Plan, including delay or forfeiture under Section 4.8, and will be dependent upon the date of the Participant's Separation From Service, and/or the circumstances surrounding such Separation From Service, (i.e age of Participant, whether the Participant is Disabled, etc., as addressed in Articles IV and V of the Plan Document).

1.27 Termination For Cause. The term "Termination for Cause" shall mean Termination of Employment of the Participant by reason of any of the following:

A. A termination "for cause", as such term may be defined in any written employment agreement entered into by and between the Employer and the Participant;

B. A material breach of Participant's written employment agreement entered into by and between the Employer and the Participant;

C. A material violation of any applicable written policies or procedures of Employer;

D. A breach of duty of loyalty to the Employer;

E. Participant engages in any activity that brings disrepute or discredit on Employer;

F. Participant commits any act which is unlawful or materially detrimental to the business and affairs of Employer;

G. The Participant commits any act of fraud, theft or embezzlement or other abuse of the property, information or funds of Employer; or

D. The Participant is convicted of any felony or a crime involving deceit, moral turpitude or fraud.

1.28 Voluntary Termination. The term "Voluntary Termination" shall mean a voluntary resignation of employment by the Participant prior to qualifying for Normal Retirement and not as a result of Disability.

ARTICLE II

SCOPE, PURPOSE AND EFFECT.

2.1 Not a Contract of Employment. Although this Plan and the benefit provided herein is intended to provide the Participant with additional incentive to remain in the employ of the Company, neither this Plan nor this *Plan Agreement* shall be deemed to constitute a contract of employment between the Participant and the Company, nor shall any provision of the *Plan Document* be applied to restrict or expand the right of the Company to terminate the Participant's employment with or without cause. This Agreement shall have no impact or effect upon any separate written employment agreement which the Participant may have with the Employer or the Company, it being the parties' intention and agreement that unless this *Plan Document* is specifically referenced in such employment agreement, then this *Plan Document* (and the Company's obligations hereunder) shall stand separate and apart and shall have no effect on, or be affected by, the terms and provisions of any employment agreement. Events of Termination of employment shall be characterized, for purposes of interpreting this Agreement, in accord with the definitions herein.

2.2 Fringe Benefit. The benefits provided by this Plan are granted by the Company as a fringe benefit to the Participant and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Participant has no option to take any current payments or bonus in lieu of the benefits provided by this Plan.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. Eligibility to participate in the Plan is limited to those key employees of the Company or the Employer that are designated from time to time by the Human Resources & Compensation Committee and/or the Board.

3.2 **<u>Participation</u>.** An Executive's participation in the Plan shall be effective upon notification of such person by the Human Resources & Compensation Committee and/or the Board of eligibility to participate, completion of a Participation Agreement by such person, and acceptance of the Participation Agreement by the Human Resources Director. Participation in the Plan shall continue until such time as the Participant Separates From Service with the Company and as long thereafter as the Participant is eligible to receive benefits under this Plan.

3.3 **<u>Integrated Agreement</u>.** As stated in paragraph 1.2, the Agreement between the Participant and the Company shall be an integrated agreement, consisting of this *Plan Document* (including any Exhibits) and the Participation Agreement. Collectively, the *Plan Document* and the Participation Agreement shall be considered one complete contract between the parties. The terms specified in this *Plan Document* shall have the same meanings when used in the Participation Agreement. The parties agree to, shall be bound by, and shall have the benefit of, each and every provision of the contract and Agreement.

ARTICLE IV

SUPPLEMENTAL COMPENSATION BENEFITS

4.1 **<u>Payments Upon Normal Retirement.</u>** Subject to Section 4.8, in the event that a Participant Separates From Service on or after qualifying for Normal Retirement under the terms of Paragraphs 1.19 and 1.20 herein, then he shall be entitled to be paid a monthly Executive Benefit equal to the Target Benefit Amount. This Executive Benefit shall be paid on the first business day of each month, beginning with the month following the month in which the Executive Separates From Service and continuing for a period of One Hundred and Eighty (180) months.

4.2 **<u>Separation From Service Prior to Qualifying for Normal Retirement.</u>** Subject to Section 4.8, in the event that a Participant Separates From Service prior to qualifying for Normal Retirement pursuant to the terms herein, then he shall be entitled to receive one of the following benefits, depending on the circumstances of such Separation From Service:

A. <u>Involuntary Separation From Service Before Qualifying for Normal Retirement</u>. If Participant is Involuntarily Terminated before qualifying for Normal Retirement, (and other than as described below in Paragraph 4.2C), then he shall receive an amount equal to the Net Present Value of the Applicable Percentage of the Target Benefit Amount (i.e. presuming a 15 year payout). This Net Present Value amount shall be paid in one lump sum within thirty (30) days following Participant's Separation From Service; however Participant may not directly or indirectly designate the taxable year of payment.

B. <u>Voluntary Separation From Service Before Qualifying for Normal Retirement</u>. In the event Participant Voluntarily Separates From Service prior to qualifying for Normal Retirement and after attaining an Applicable Percentage of One Hundred Percent (100%), then he shall receive an amount equal to the Net Present Value of the Applicable Percentage of the Target Benefit Amount (i.e. presuming a 15 year payout). This Net Present Value amount shall be paid in one lump sum within thirty (30) days following Participant's Separation From Service; however Participant may not directly or indirectly designate the taxable year of payment.

In the event Participant Voluntarily Separates From Service prior to qualifying for Normal Retirement and prior to attaining an Applicable Percentage of One Hundred Percent (100%) (and other than as addressed in Paragraph 4.2C), then he shall forfeit any and all rights and benefits he may have under this Plan, and he shall have no right to be paid any of the amounts which would otherwise be due or paid to the Participant by the Company pursuant to the terms of this Plan.

C. Separation From Service Within Two Years Following a Change in Control. In the event Participant Separates From Service within two (2) years following a Change in Control and prior to qualifying for Normal Retirement and for any reason other than for cause, then Participant shall be entitled to be paid the Net Present Value of the full Executive Benefit identified in paragraph 4.1 in one lump sum within thirty (30) days following Executive's Separation From Service; however, Participant may not directly or indirectly designate the taxable year of payment.

4.3 Disability. Subject to Section 4.8, in the event Participant becomes Disabled prior to Separating From Service with Company, then he shall receive an amount equal to the Net Present Value of the Applicable Percentage of the Target Benefit Amount (i.e. presuming a 15 year payout). This Net Present Value amount shall be paid in one lump sum within thirty (30) days following Participant's determination of Disability; however Participant may not directly or indirectly designate the taxable year of payment. The determination of whether a Participant is Disabled shall be determined by a physician mutually agreed upon by the Company and the Participant, and shall be in accordance with the provisions of IRC 409A.

4.4 Waiver of Vesting in the Event of Certain Events Following a Change in Control. Subject to Section 4.8, in the event Participant experiences any of the following events within two (2) years after a Change in Control event, then the Applicable Percentage shall be advanced to One Hundred Percent (100%) and Participant shall become entitled to the Target Benefit Amount as under Section 4.1 (applicable to Normal Retirement):

(a) A diminution in the Participant's Base Salary of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Company or the acquirer generally;

(b) Without the Participant's express prior written consent, a material diminution of the Participant's authority, duties, and responsibilities with the Company immediately prior to a Change in Control (including a material change in the level or authority of person(s) to whom the Employee reports);

(c) Without the Participant's prior written consent, the Company changes the principal location at which the Participant is required to work such that the Participant's regular one-way commute exceeds thirty-five (35) miles from his or her primary residence and is longer than his or her regular one-way commute prior to the change; or

(d) any other action or inaction that constitutes a material breach by the Bank of the terms of an employment agreement with the Participant.

The method of payment of amounts due under this provision shall be paid in accordance with the circumstances triggering payment of such benefit. In the event the payment trigger is Separation From Service, then the payment method shall be dependent on whether Participant has attained Normal Retirement Age at the time of such Separation. If Separation From Service occurs after Participant has attained the Normal Retirement Age, then the Executive Benefit shall be paid out on the first business day of each month, beginning with the month following the month in which the Executive Separates From Service and continuing for a period of One Hundred and Eighty (180) months. If such Separation From Service occurs prior to Participant's attainment of Normal Retirement Age, then he shall receive an amount equal to the Net Present Value of the Target Benefit Amount (i.e. presuming a 15 year payout). This Net Present Value amount shall be paid in one lump sum within thirty (30) days following Participant's Separation From Service; however Participant may not directly or indirectly designate the taxable year of payment.

4.5 Termination For Cause. If a Participant is Terminated For Cause at any time, then he shall forfeit any and all rights and benefits he may have under this Plan, and he shall have no right to be paid any of the amounts which would otherwise be due or paid to the Participant by the Employer pursuant to the terms of this Plan.

4.6 Death of Participant.

A. Death of Participant While Actively Employed. In the event Participant dies while employed by Employer, then no death benefits shall be payable under this Agreement. Death benefits, if any, shall be paid pursuant to a joint beneficiary designation plan if such plan exists.

B. Death of Participant After Becoming Entitled to Benefits Hereunder. In the event Participant dies after becoming entitled to the benefits specified under this Agreement under sections 4.1 through 4.3, but prior to receiving any or all such payments, then Executive's designated Beneficiary(ies) shall receive the remainder of such payments, in the same amount and on the same schedule as Executive would have received such payment had he survived.

4.7 Supplemental Compensation Benefit Payable Pursuant to Single Paragraph. A Participant's Supplemental Compensation Benefit shall be payable under this Plan pursuant to only one of paragraphs 4.1 through 4.3 above, shall not be payable under more than one such provision, and the time and circumstances of the Participant's Separation From Service shall determine which paragraph shall be used to calculate the Executive Benefit. In addition, Exhibit 1, attached hereto and incorporated by reference herein, shall serve to illustrate Executive

Benefit payouts. In the event there is a discrepancy between the *Plan Document* and Exhibit 1, then the terms of the *Plan Document* shall control.

4.8 Delay or Forfeiture of Benefits Payable Following Regulatory Action. Notwithstanding any other provision of this Plan or any Participation Agreement to the contrary, the payment of any Executive Benefit shall be delayed or the Executive Benefit shall be forfeited on or after the occurrence of or as a result of any of the following events:

A. Temporary Suspension or Prohibition. If a Participant is suspended and/or temporarily prohibited from participating in the conduct of the Company's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818(e)(3) and (g)(1), no Executive Benefit shall be paid to that Participant. If the charges in the notice are dismissed, any Executive Benefit that would have been payable during the suspension or temporary prohibition shall be paid as soon as reasonably practicable, in accordance with the Plan.

B. Permanent Suspension or Prohibition. If a Participant is removed and/or permanently prohibited from participating in the conduct of the Company's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. § 1818(e)(4) and (g)(1), the Executive Benefit payable to the Participant (or which may become payable to the Participant in the future) and all rights under the Plan shall be immediately forfeited and the Participant shall not be entitled to the Executive Benefit.

C. Default. If the Company is in default (as defined in Section 3(x)(1) of the FDIA), the Executive Benefit payable to all Participants (or which may become payable to Participants in the future) and all rights under the Plan shall be immediately forfeited and the Participants shall not be entitled to the Executive Benefit. In this event, the Plan shall terminate as of the date of default.

D. Termination by Regulators. The Executive Benefit payable to all Participants (or which may become payable to Participants in the future) and all rights under the Plan shall be forfeited, except to the extent determined that continuation of this Plan is necessary for the continued operation of the Company: (i) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Company under the authority contained in Section 13(c) of the FDIA; or (ii) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Company.

In addition, the payment of any and all Executive Benefits under this Plan shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and any Executive Benefits and rights under the Plan shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Financial Institutions, the FDIC, or any government agency which has jurisdiction over the Company.

ARTICLE V

FORM AND PAYMENT OF BENEFITS

5.1 Compliance With IRC 409A. It is the intent of the parties to comply with all applicable Internal Revenue Code Sections, including, but not limited to, IRC 409A. Thus, when required by IRC 409A, any benefits payable pursuant to this Plan and as a result of a Separation From Service shall be withheld for six (6) months following such Separation From Service if the Participant is a Specified Employee (as defined herein and/or by the Internal Revenue Service) and the Employer is publicly traded at the time of Separation From Service. For any individual affected by this six (6) month delay in payment imposed by IRC 409A, and when applicable, the aggregate amount of the first seven (7) months of installments shall be paid on the first business day of the seventh month following the date of Separation From Service. Monthly installment payments shall continue thereafter as called for.

In addition, and in accordance with and subject to IRS Notices 2006-79, 2007-78 and 2007-86, no payment scheduled to be made in 2008 may be delayed to a date later than 2008, no payment which would not otherwise be scheduled to occur in 2008 may be accelerated into 2008, and no payment scheduled to be made in 2008 may be delayed to a date later than 2008. If any payout to a Participant in this Plan is affected by this prohibition, then such payouts shall only be made in compliance with IRC 409A.

In addition, in the event any provision of this Plan is ambiguous, then, whenever possible, it shall be interpreted in a manner that is consistent with IRC 409A

5.2 Withholding of Payroll Taxes. The Company shall withhold from payments made hereunder any taxes required to be withheld from a Participant's benefits under federal, state or local law.

ARTICLE VI

BENEFICIARY DESIGNATION

6.1 Beneficiary Designation. Participant shall have the right, at any time, to designate any person or persons as his Beneficiary or Beneficiaries (both primary as well as secondary) to whom benefits under this Agreement shall be paid in the event of his death prior to complete distribution of the Executive of the benefits due under this Agreement. Each Beneficiary designation shall be in a written form and will be effective only when filed with the Administrator during the Participant's lifetime.

6.2 Amendments to Beneficiary Designation. Any beneficiary designation may be changed by the Participant without the consent of any designated Beneficiary by the filing of a new Beneficiary designation with the Administrator. The filing of a new Beneficiary designation form will cancel all Beneficiary designations previously filed. If a Participant's compensation is community property, any Beneficiary designation shall be valid or effective only as permitted under applicable law.

6.3 **No Beneficiary Designation.** In the absence of an effective beneficiary designation, or if all stated Beneficiaries predecease the Participant or die prior to complete distribution of the Executive's Benefit, then the Participant's designated Beneficiary shall be deemed to be the Participant's estate.

6.4 **Doubt as to Beneficiary.** If there is a doubt as to the proper Beneficiary to receive payments pursuant to this Agreement, then the Company shall have the right to withhold such payments until this matter is resolved.

6.5 **Effect of Payment to the Beneficiary.** The payment to the deemed Beneficiary shall fully and completely discharge the Company from all further obligations under this Agreement.

ARTICLE VII

ADMINISTRATION

7.1 **Named Fiduciary and Plan Administrator**. The "Named Fiduciary and Plan Administrator" of this plan shall be the Company until its removal by the Board of Directors. As Named Fiduciary and Administrator, the Company shall be responsible for the management, control and administration of the Plan as established herein. The Named Fiduciary may delegate to others certain aspects of the management and operation responsibilities of the plan including the employment of advisors and the delegation of ministerial duties to qualified individuals, including but not limited to the delegations specified under paragraphs 7.2-7.4.

7.2 **Compensation Committee and Duties.** This Company has established or shall establish a Human Resources & Compensation Committee (as described in Paragraph 1.8), which in turn shall have the authority to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions including interpretations of this Plan, as may arise in connection with the Plan.

7.3 **Agents.** In the administration of this Plan, the Compensation Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

7.4 **Administrative Committee**. The day to day administration of the Plan shall be performed by the Human Resources Director, as stated previously in Paragraph 1.1(i.e. providing and receiving necessary paperwork, and performing additional ministerial functions).

7.5 **Binding Effect of Decisions**. The decision or action of the Compensation Committee or Human Resources Director in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

7.6 Indemnity. The Employer shall indemnify and hold harmless the members of the Compensation Committee and the Human Resources Director against any and all claims, loss, damage, expense, or liability arising from any action or failure to act with respect to this Plan, except in the case of gross negligence or willful misconduct.

ARTICLE VIII

FUNDING AND STATUS AS UNSECURED CREDITOR

8.1 Right To Determine Funding Methods. The Company reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Participant, under the terms of this Plan. In the event that the Company elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Company shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Company further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. The Participant shall have no right, title or interest in or to any funding source or amount utilized by the Company pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Company's obligations pursuant to this Agreement. In connection with the foregoing, the Participant agrees to execute such documents and undergo such medical examinations or tests which the Company may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Company's acquisition of any policy of insurance or annuity.

8.2 Status as an Unsecured General Creditor. Except as provided below in this Paragraph, Participant agrees that: (i) Participant shall have no legal or equitable rights, interests or claims in or to any specific property or assets of the Company as a result of this Agreement; (ii) none of the Company's assets shall be held in or under any trust for the benefit of the Participant or held in any way as security for the fulfillment of the obligations of the Company under this Agreement; (iii) all of the Company's assets shall be and remain the general unpledged and unrestricted assets of the Company; (iv) the Company's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Company to pay money in the future; and (v) Participant shall be an unsecured general creditor with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding provisions (i) through (v) above, the Company and Participant acknowledge and agree that, in the event that the Company signs a definitive agreement calling for a transaction that would result in a Change in Control, upon request of the Participant or in the Company's discretion if the Participant does not so request and the Company nonetheless deems it appropriate, the Company shall establish, not later than the effective date of the Change in Control, a Rabbi Trust or multiple Rabbi Trusts (the "Trust" or "Trusts") upon such terms and conditions as the Company, in its sole discretion, deems appropriate, in compliance with applicable provisions of the Code, and, pursuant to the Trusts, the Company shall promptly make contributions and/or transfer assets to the Trusts which facilitate and are appropriate to the discharge of the Trusts' obligations pursuant to this Agreement. The principal of the Trust or Trusts and any earnings thereon shall be held separate and apart from other funds of the

Company to be used for discharge of the Company's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Company's general creditors until paid to the Participant in such manner and at such times as specified in this Agreement.

ARTICLE IX

NON-SOLICITATION CLAUSE

9.1 Non-Solicitation and Non-Enticement. Participant agrees that for a period of eighteen (18) months following Separation From Service, he will not, directly or indirectly, for his own account, for the account of others, whether as principal or agent, or through the agency of any corporation, partnership, limited liability company, association or other business entity, solicit business from any of the Company's existing customers, vendors and suppliers of Company (nor use or allow the use of such customer lists, vendor lists and supplier lists of the Company for such purposes); or, except upon the prior written approval of Company, hire, engage or contract with, or attempt to hire, engage or contract with, any employees of Company or any affiliates thereof. All terms, provisions, limitations and restrictions set forth herein shall survive the termination of this agreement. However, this article IX shall not be applicable in the event of Participant's Voluntary termination or in the event Participant's employment is terminated within Two (2) years following a Change in Control.

ARTICLE X

CLAIMS PROCEDURE

10.1 Claims Procedure. In the event a dispute arises over the benefits under this Plan and benefits are not paid to the Participant (or to the Participant's Beneficiary[ies], if applicable) and such claimants feel they are entitled to receive such benefits, then a written claim must be made to the Named Fiduciary and Plan Administrator named above in accordance with the following procedures:

A. Written Claim. The claimant may file a written request for such benefit to the Plan Administrator.

B. Claim Decision. Upon receipt of such claim, the Plan Administrator shall respond to such claimant within ninety (90) days after receiving the claim. If the Plan Administrator determines that special circumstances require additional time for processing the claim, the Plan Administrator can extend the response period by an additional ninety (90) days for reasonable cause by notifying the claimant in writing, prior to the end of the initial ninety (90) day period that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Plan Administrator expects to render its decision.

If the claim is denied in whole or in part, the Plan Administrator shall notify the claimant in writing of such denial. The Plan Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

(i) The specific reasons for the denial;
(ii) The specific reference to pertinent provisions of the Agreement on which the denial is based;
(iii) A description of any additional information or material necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
(iv) Appropriate information as to the steps to be taken if the claimant wishes to submit the claim for review and the time limits applicable to such procedures; and
(v) A statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

C. Request for Review. Within sixty (60) days after receiving notice from the Plan Administrator that a claim has been denied (in part or all of the claim), then claimant (or their duly authorized representative) may file with the Plan Administrator, a written request for a review of the denial of the claim.

The claimant (or his duly authorized representative) shall then have the opportunity to submit written comments, documents, records and other information relating to the claim. The Plan Administrator shall also provide the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits.

D. Decision on Review. The Plan Administrator shall respond in writing to such claimant within sixty (60) days after receiving the request for review. If the Plan Administrator determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the termination of the initial sixty (60) day period. In no event shall such extension exceed a period of sixty (60) days from the end of the initial period. The notice of extension must set forth the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision.

In considering the review, the Plan Administrator shall take into account all materials and information the claimant submits relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator shall notify the claimant in writing of its decision on review. The Plan Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

(i) The specific reasons for the denial;
(ii) A reference to the specific provisions of the Agreement on which the denial is based;
(iii) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits; and
(iv) A statement of the claimant's right to bring a civil action under ERISA Section 502(a).

10.2 Exhaustion of Remedies. No legal action for benefits under the Plan may be brought until the Participant has (a) submitted a written application for benefits in accordance with the procedures described in this Section; (b) been notified by the Committee that his or her application is denied; (c) filed a written request for a review of the application in accordance with the appeal procedure described in this Section; and (d) been notified in writing that the Committee has denied the appeal. Notwithstanding the foregoing, if a Claimant has not received notification within the periods set forth above of the Committee's initial decision or decision on review of the claim, the Claimant shall be considered to have exhausted the Plan's internal claims procedure and shall be entitled to pursue any remedy available to him under Section 502(a) of ERISA.

10.3 Time for Bringing Claim or Action. Notwithstanding anything herein to the contrary, if a Claimant fails to file a claim or request a review of a denied claim in accordance with the procedures outlined in this Section, such Claimant will have no rights to review of his or her claim and will have no right to bring action in any court, and any denial of the claim will become final and binding on all persons for all purposes. Further, no Claimant may bring a legal action on any claim more than one year after the date of the final notice of claim denial is delivered to the Claimant.

10.4 Notice. Any notice required or permitted of either the Participant or the Employer under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Company: River City Bank

Human Resources Director
2485 Natomas Park Drive, Suite 100
Sacramento, CA 95833

If to the Participant: The address appearing in the individual Participation Agreement. Participant shall inform the Company in the event that their address changes from that given in the Participation Agreement.

ARTICLE XI

MISCELLANEOUS

11.1 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Participant and the Company. Accordingly, the Company and/or the Employer shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Company under this Agreement.

11.2 Effect on Other Benefit Plans. Nothing contained in this Agreement shall affect the right of the Participant to participate in or be covered by any qualified or non-qualified pension, profit-sharing, group, bonus or other supplemental compensation or fringe benefit plan constituting a part of the Company's existing or future compensation structure.

11.3 IRS Section 280G Issues.

A. Reduction of Benefits. Notwithstanding anything contained in this Plan to the contrary, to the extent that the payments and benefits under this Plan, and the payments and benefits provided to, or for the benefit of, a Participant under any other Company plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to excise tax (the "Excise Tax") under Code Section 4999, the Benefits shall be reduced (but not below zero) so that the maximum amount of the Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise Tax (the "Parachute Payment Threshold"). Unless a Participant shall have given prior written notice specifying a different order to the Company to effectuate the Parachute Payment Threshold, the Company shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Company's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

B. Determination of Reduction. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Plan and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Company (the "Advisor") at the Company's expense. The Advisor shall provide its determination (the

“Determination”), together with detailed supporting calculations and documentation to the Company and the Participant within ten (10) days of the date of termination of the Participant’s employment, if applicable, or such other time as requested by the Company or the Participant (provided the Participant reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Participant with respect to any Benefits, it shall furnish the Participant with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Participant provides written notice to the Company within ten (10) days of the delivery of the Determination to the Participant that he or she disputes such Determination, the Determination shall be binding, final and conclusive upon the Company and the Participant.

11.4 Opportunity To Consult With Independent Advisors. The Participant acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Participant’s right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Participant acknowledges and agrees shall be the sole responsibility of the Participant notwithstanding any other term or provision of this Agreement. The Participant further acknowledges and agrees that the Employer shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Participant and further specifically waives any right for himself or herself, and his or her heirs, beneficiaries, legal representatives, agents, successor and assign to claim or assert liability on the part of the Employer related to the matters described herein. The Participant further acknowledges that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

11.5 Assignment. The Participant shall have no power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of the Participant, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Participant; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void.

11.6 Non-waiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

11.7 Partial Invalidity. If any terms, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.8 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.9 <u>Modifications</u>. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.10 <u>Paragraph Headings</u>. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.11 <u>No Strict Construction</u>. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.12 <u>Confidentiality</u>. Executive acknowledges that he will receive confidential information as a result of his employment with Employer, including, but not limited to the following: (i) knowledge of procedures and data pertaining to the business of Employer (including, but not limited to, analyses of business opportunities and customers, all of which constitute proprietary information of such business), and (ii) significant contact with the customers, vendors, suppliers and others who provide services to Employer, or with whom Employer does business, all of which are a significant source of the goodwill of Employer’s business. Executive acknowledges and agrees that the rights of Employer with respect to its proprietary information, the goodwill of its customers, vendors and suppliers, and the goodwill generated by its owners and management employees, are legitimate proprietary interests of the Employer, which it is entitled to protect. Participant agrees that any confidential information received as a result of his employment with Employer shall be maintained as confidential even upon his termination with or without cause from employment with Employer and shall not be shared or disseminated with any third persons. After termination of employment, Executive agrees that confidential information may not be shared with third parties except upon authorization from Employer’s Board. Executive agrees that upon his Separation From Service, he shall not take any papers, documents or other tangible items that belong to or have been generated on behalf of or for Employer, except with Employer’s written authorization.

In addition, Executive shall keep the existence of this Agreement and all terms hereof (including, without limitation, the amount of any benefits received hereunder) strictly confidential. Participant shall keep this Agreement in a secure, private location and shall use his best efforts to prevent this Agreement from being seen by others, including, without limitation, co-workers.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and where applicable, the rules and regulations of the Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency, or any other regulatory agency or governmental authority having jurisdiction over the Employer, shall govern the validity, interpretation, construction and effect of this Agreement.

1.14 Gender. Whenever in this *Plan Document* words are used in the masculine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

1.15 Covenant Not to Interfere. Participant agrees not to take any action which prevents the Company from collecting the proceeds of any life insurance policy which the Company may happen to own at the time of Participant's death and of which the Company is the designated beneficiary.

IN WITNESS WHEREOF, the Company and the Participant have executed this Agreement on the date first above-written in the City of Sacramento, California.

EMPLOYER: RIVER CITY BANK	PARTICIPANT:
By ______________________________ Signature	By ______________________________ Signature
Its ______________________________ Title	
______________________________ Witness	______________________________ Witness

EXHIBIT 1

Sample Illustrations and Participant Benefits

The following illustrates the various potential benefits for a sample Participant using the following presumptions. This Exhibit 1 is merely an illustration for demonstrative purposes, and does not take into consideration reduction in benefit amounts for appropriate taxes imposed. In addition, the examples do not take into consideration variations in provisions resulting from the Participation Agreements.

Scenario 1- Normal Retirement

Assume Participant Separates From Service on May 2, 2016, after attaining the Normal Retirement Age of 65 (and for reasons other than a Termination For Cause).

Example: If the Target Benefit Amount specified in the individual Participation Agreement is $10,000 per month, then Participant shall receive payments as follows:

A. Assuming Participant is not a Specified Employee: Then, starting on the first business day on or after June 1, 2016, Participant shall receive monthly payments in the amount of $10,000 (absent appropriate withholdings, etc). Monthly payments shall continue until 180 full months of payments have been made

B. Assuming Participant is a Specified Employee: Then, on the first business day on or after December 1, 2016, Participant shall receive payment in the amount of $70,000 (the cumulative amount for the first 7 months of payments). Monthly payments shall continue until 180 full months of payments have been made

In the event Participant dies at any point during the payment period above, then any and all outstanding payments shall be made to Participant's designated Beneficiary.

Scenario 2- Involuntary Separation From Service at Age 59

Assume Participant Involuntarily Separates From Service at age 59 on May 2, 2012, for reasons other than a Termination For Cause, and also assume an Applicable Percentage of 50% as of such termination date, and that Participant is not a Specified Employee at the time of Termination.

Example: Again, assuming the Target Benefit Amount specified in the individual Participation Agreement is $10,000 per month, then Participant shall receive payment as follows:

Participant shall receive an amount equal to the NPV of the Applicable Percentage of the Target Benefit Amount (i.e. the NPV of: 50% of $10,000= $5,000/month X 180 months).

This Net Present Value shall be determined as of the Separation From Service Date, and payment shall be made in one lump sum within thirty (30) days following Participant's Separation From Service.

In the event Participant is a Specified Employee at the time of Separation From Service, then payment shall be made on the 1st business day of the seventh month following such Separation.

Scenario 4- Separation From Service Within 2 Years Following a Change in Control and Prior to Normal Retirement.

Assume a Change in Control occurs in March 2011, and that in January 2013, Participant Separates From Service at age 62. Also assume that he is not a Specified Employee at the time of Separation From Service.

Example: Again, assuming the Target Benefit Amount specified in the individual Participation Agreement is $10,000 per month, then Participant shall receive payments as follows:

Participant is entitled to receive the NPV of the full benefit of $10,000 X 180 months. This Net Present Value shall be determined as of the Separation From Service Date, and payment shall be made in one lump sum within thirty (30) days following Participant's Separation From Service.

In the event Participant is a Specified Employee at the time of Separation From Service, then payment shall be made on the 1st business day of the seventh month following such Separation.

Scenario 5- Disability.

Assume Participant is determined to be Disabled on January 13, 2013, and that his Applicable Percentage is 80%. His age is irrelevant.

Example: Again, assuming the Target Benefit Amount specified in the individual Participation Agreement is $10,000 per month, then Participant shall receive payments as follows:

Participant shall receive an amount equal to the NPV of the Applicable Percentage of the Target Benefit Amount (i.e. the NPV of: 80% of $10,000= $8,000 month X 180 months). This NPV amount shall be paid in one lump sum within thirty (30) days following Participant's determination of Disability. Participant's status as a Specified Employee is irrelevant, as payout is not triggered by Separation From Service, but rather by Disability.

Scenario 6- Voluntary Termination Before Normal Retirement.

Assume Participant Voluntarily Separates From Service at age 59 on May 2, 2012, for reasons other than a Termination For Cause, and also assume an Applicable Percentage of 100% as of such termination date, and that Participant is not a Specified Employee at the time of Termination.

Example: Again, assuming the Target Benefit Amount specified in the individual Participation Agreement is $10,000 per month, then Participant shall receive payment as follows:

Participant shall receive an amount equal to the NPV of the Applicable Percentage of the Target Benefit Amount (i.e. the NPV of: 100% of $10,000/month X 180 months). This Net Present Value shall be determined as of the Separation From Service Date, and payment shall be made in one lump sum within thirty (30) days following Participant's Separation From Service.

In the event Participant is a Specified Employee at the time of Separation From Service, then payment shall be made on the 1^{st} business day of the seventh month following such Separation.

In the event Participant Voluntarily Separates From Service at age 59 on May 2, 2012, for reasons other than a Termination For Cause, and that he has attained an Applicable Percentage of 70%, then Participant shall forfeit any and all benefits under this Agreement.

Scenario 7- Acceleration of Applicable Percentage Based on Occurrence of Certain Events Within 2 Years Following a Change in Control.

Assume a Change in Control occurs in March 2011, and that in January 2013, Participant experiences a material diminution in his base compensation. Participant's Applicable Percentage shall be advanced to One Hundred Percent (100%) and Participant shall become entitled to the Target Benefit Amount as under Section 4.1 (applicable to Normal Retirement).

The method of payment will be determined based on the event triggering payment of the benefit. If Participant Separates From Service before attaining the Normal Retirement age, he will be paid out an amount equal to the NPV of the full Target Benefit Amount within thirty (30) days following Separation From Service.

If he Separates From Service after attaining the Normal Retirement Age, then he shall be paid out on the first business day of each month, beginning with the month following the month in which he Separates From Service and continuing for 180 months.

Exhibit 10.6

Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Stephen Fleming dated January 26, 2022

FIRST AMENDMENT TO THE PARTICIPATION AGREEMENT FOR THE RIVER CITY BANK INVESTMENT EMPLOYEE BENEFIT PLAN – RIVER CITY BANK EXECUTIVE SUPPLEMENTAL COMPENSATION
MASTER SERP PLAN
As Amended and Approved September 18, 2014

Participant Name: Stephen A. Fleming

Participant Address: [redacted]

Effective Date: January 26, 2022

This First Amendment ("First Amendment") to the Participation Agreement for the 2008 River City Bank Investment Employee Benefit Plan and specifically the River City Bank Executive Supplemental Compensation Plan, as evidenced by the *Master SERP Plan Document as Amended and Approved on September 18, 2014,* is and shall be considered part of the integrated agreement by and between **Stephen A. Fleming** ("Participant") and River City Bank ("the Company").

Whereas the parties previously amended their agreement when they signed the "Participation Agreement for the 2008 River city Bank Investment Employee Benefit Plan – River City Bank Executive Supplemental Compensation Plan *Master SERP Plan Document as Amended and Approved on September 18, 2014*", ("2014 Participation Agreement"), the parties now intend that this Second Amendment shall further amend the agreement between the parties as set forth below.

Furthermore, the capitalized terms used in the Second Amendment shall have the same meanings as those specified in the 2008 River City Bank Executive Supplemental Compensation *Master SERP Plan Document as Amended and Approved on September 18, 2014 ("Master SERP").* As provided in the *Master SERP,* the parties agree to, shall be bound by, and shall have the benefit of, each and every provision of the *Master SERP.*

Wherefore, the parties agree to amend their agreement as follows:

Any and all reference in the 2014 Participation Agreement to a monthly Target Benefit Amount of $12,500.00 shall be deleted, and instead, the Target Benefit Amount shall be as follows:

Target Benefit Amount: $14,583.33 (this reflects a monthly benefit amount).

Note that the actual amount or benefit due to the Participant will be dependent upon the date of the Participant's Separation From Service and/or the circumstances surrounding such Separation From Service, whether the Participant is Disabled, etc., as addressed in Articles IV and V of the *Plan Document*.

To the extent that any paragraph, term, or provision of the integrated agreement between the parties is not specifically amended herein or in any other amendment thereto, then said paragraph, term, or provision shall remain in full force and effect as set forth.

In WITTNESS WHEREOF, the Participant and a duly authorized Bank officer have signed this Agreement as of the written date below.

PARTICIPANT: /s/ Stephen A. Fleming DATE: 2/1/2022
SIGNATURE

RIVER CITY BANK AUTHORIZED REPRESENTIVE:

SIGNATURE: /s/ Shawn Devlin DATE: February 1, 2022

Exhibit 10.7

Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Patricia Lewis dated January 26, 2022

SECOND AMENDMENT TO THE
PARTICIPATION AGREEMENT FOR THE
RIVER CITY BANK INVESTMENT EMPLOYEE BENEFIT PLAN –
RIVER CITY BANK EXECUTIVE SUPPLEMENTAL COMPENSATION
MASTER SERP PLAN
As Amended and Approved September 18, 2014

Participant Name: Patricia Lewis

Participant Address: [redacted]

Effective Date: January 26, 2022

This Second Amendment ("Second Amendment") to the Participation Agreement for the 2008 River City Bank Investment Employee Benefit Plan and specifically the River City Bank Executive Supplemental Compensation Plan, as evidenced by the *Master SERP Plan Document as Amended and Approved on September 18, 2014,* is and shall be considered part of the integrated agreement by and between **Patricia Lewis** ("Participant") and River City Bank ("the Company").

Whereas the parties previously amended their agreement when they signed the "Participation Agreement for the 2008 River City Bank Investment Employee Benefit Plan – River City Bank Executive Supplemental Compensation Plan *Master SERP Plan Document as Amended and Approved on September 18, 2014*" ("2014 Participation Agreement"), and whereas the parties executed a First Amendment to the Participant's Participation Agreement effective as of February 1, 2017 ("2017 Participation Agreement"), the parties now intend that this Second Amendment shall further amend the agreement between the parties as set forth below.

Furthermore, the capitalized terms used in the Second Amendment shall have the same meanings as those specified in the 2008 River City Bank Executive Supplemental Compensation *Master SERP Plan Document as Amended and Approved on September 18, 2014 ("Master SERP").* As provided in the *Master SERP,* the parties agree to, shall be bound by, and shall have the benefit of, each and every provision of the *Master SERP*.

Wherefore, the parties agree to amend their agreement as follows:

Any and all reference in the 2017 Participation Agreement to a monthly Target Benefit Amount of $7,083.33 shall be deleted, and instead, the Target Benefit Amount shall be as follows:

Target Benefit Amount: $8,333.33 (this reflects a monthly benefit amount).

Note that the actual amount or benefit due to the Participant will be dependent upon the date of the Participant's Separation From Service and/or the circumstances surrounding such Separation From Service, whether the Participant is Disabled, etc., as addressed in Articles IV and V of the *Plan Document.*

To the extent that any paragraph, term, or provision of the integrated agreement between the parties is not specifically amended herein or in any other amendment thereto, then said paragraph, term, or provision shall remain in full force and effect as set forth.

In WITTNESS HEREOF, the Participant and a duly authorized Bank officer have signed this Agreement as of the date hereof.

PARTICIPANT: /s/ Pat Lewis DATE: ____________
SIGNATURE

RIVER CITY BANK AUTHORIZED REPRESENTIVE:

SIGNATURE: /s/ Stephen A. Fleming DATE: 2/2/22

Exhibit 10.8

Participation Agreement for the 2008 River City Bank Executive Supplement Compensation Plan with Brian Killeen dated February 1, 2024

PARTICIPATION AGREEMENT FOR THE
RIVER CITY BANK INVESTMENT EMPLOYEE BENEFIT PLAN –
RIVER CITY BANK EXECUTIVE SUPPLEMENTAL COMPENSATION
MASTER SERP PLAN

Participant Name: Brian Killeen

Participant Address: [redacted]

Effective Date: February 1, 2024

This Participation Agreement ("Participation Agreement") for the 2008 River City Bank Investment Employee Benefit Plan and specifically the River City Bank Executive Supplemental Compensation Plan, as evidenced by the *Master SERP Plan Document as amended on September 18, 2014 ("Plan Document"),* is and shall be considered part of the integrated agreement between the parties. This Participation Agreement supersedes all previous Participation Agreements. The integrated agreement shall consist of this Participation Agreement and the Plan Document, as it may be amended from time to time (including any Exhibits), all of which shall collectively be considered one complete contract between the parties. The capitalized terms used in this Participation Agreement shall have the same meanings as those specified in the Plan Document. The parties agree to, shall be bound by, and shall have the benefit of, each and every provision of the integrated agreement.

This Participation Agreement is entered into between the Participant specified above and the Company as of the Effective Date set forth above. The Participant hereby acknowledges that he has read and understands this Participation Agreement and the Plan Document. This Agreement may be executed in one or more counterparts each of which is legally binding and enforceable. Wherefore, the Participant agrees as follows:

Applicable Percentage Schedule:

Date of Separation From Service	Applicable Percentage
November 1, 2023 thru October 31, 2024	0%
November 1, 2024 thru October 31, 2025	0%
November 1, 2025 thru October 31, 2026	10%
November 1, 2026 thru October 31, 2027	20%
November 1, 2027 thru October 31, 2028	30%
November 1, 2028 thru October 31, 2029	40%
November 1, 2029 thru October 31, 2030	50%
November 1, 2030 thru October 31, 2031	60%
November 1, 2031 thru October 31, 2032	70%
November 1, 2032 thru October 31, 2033	80%
November 1, 2033thru October 31, 2034	90%
November 1, 2034 and thereafter	100%

Target Benefit Amount: $8,333.33 (this reflects a monthly benefit amount).

Note that the actual amount or benefit due the Participant will be dependent upon the date of the Participant's Separation From Service and/or the circumstances surrounding such Separation From Service, whether the Participant is Disabled, etc., as addressed in Articles IV and V of the Plan Document.

PARTICIPANT: /s/ Brian Killeen **DATE:** ________________

RIVER CITY BANK AUTHORIZED REPRESENTATIVE:

/s/ Stephen A. Fleming

STEPHEN A. FLEMING, PRESIDENT & CEO **DATE:** __________

WITNESS SIGNATURE: /s/Megan Jimenez **DATE:** ________________

Exhibit 10.9

Executive Management Incentive Plan

EXECUTIVE MANAGEMENT INCENTIVE PLAN

ARTICLE 1 PLAN OBJECTIVES

Section 1.1 **Purpose**. The purpose of the Executive Management Incentive Plan ("**Plan**") is to achieve the following objectives: (i) recognize outstanding performers with the executive team who have contributed significantly to the Bank's success and to the success of such performers' respective business units, (ii) align corporate goals and strategy to executive compensation strategy, and (iii) provide a compensation environment which will attract, retain and motivate key employees of the Bank and its Subsidiaries and Affiliates.

ARTICLE 2 PLAN DURATION

Section 2.1 **Term**. The Plan shall be effective as of the Plan Year commencing on the Effective Date and shall continue for subsequent Plan Years unless terminated by the Committee prior to the commencement of any subsequent Plan Year. A termination of the Plan shall be effective as of the last date of the full Plan Year prior to its termination.

ARTICLE 3 DEFINITIONS

The following definitions shall apply for purposes of the Plan unless a different meaning is clearly indicated by the context:

Section 3.1 "**Affiliate**" means any company or other entity that controls, is controlled by or is under common control with the Bank within the meaning of Rule 405 of Regulation C under the Securities Act of 1933, as amended, including any Subsidiary.

Section 3.2 "**Award**" means an award that is (a) described in Section 5.1, and (b) calculated under Section 7.1.

Section 3.3 "**Award Agreement**" means any written agreement, contract, or other instrument or document evidencing an Award.

Section 3.4 "**Bank**" means River City Bank, a California corporation, and any successor thereto (except as the term "Bank" is used in the definition of "Change of Control" above).

Section 3.5 "**Base Salary**" means, for any Participant for a Plan Year, such Participant's annual rate of base salary as of January 1 of the Plan Year (including any base salary determined by March 31 of the Plan Year), or, for Participants whose employment begins after January 1 of the Plan Year, the date on which such Participant's employment begins.

Section 3.6 "**Beneficial Owner**" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

Section 3.7 "**Board**" means the Board of Directors of the Bank.

Section 3.8 "**Cause**" has the meaning assigned to such term in the articles of incorporation or bylaws of the Bank (or an Affiliate), or any individual service, employment or severance agreement or Award Agreement with the Participant or, if no such agreement exists or if such agreement does not define "Cause," then "Cause" means (i) termination of an underperforming employee as determined by the employee's direct supervisor; (ii) a material breach of the articles of incorporation or bylaws of the Bank (or an Affiliate) or a material breach (including underperformance) of the Participant's written employment agreement with the Bank (or an Affiliate); (iii) a material violation of the articles of incorporation or bylaws of the Bank (or an Affiliate), or any written policies or procedures of the Bank (or an Affiliate); (iv) a breach of the duty of loyalty to the Bank (or an Affiliate); (v) the Participant engages in any activity that brings disrepute or discredit to the Bank (or an Affiliate); (vi) the Participant commits any act which is unlawful or materially detrimental to the business and affairs of the Bank (or an Affiliate); (vii) the Participant commits any act of fraud, theft or embezzlement or other abuse of the property, information or funds of the Bank (or an Affiliate); or (viii) the Participant is convicted of any felony or a crime involving deceit, moral turpitude or fraud. Any voluntary termination of employment or service by the Participant in anticipation of an involuntary termination of the Participant's employment or service, as applicable, for Cause shall be deemed to be a termination for Cause.

Section 3.9 "**Change of Control**" means the first to occur of any of the following events:

(a) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Bank (not including in the securities Beneficially Owned by such Person which were acquired directly from the Bank or any Affiliate thereof) representing more than fifty percent (50%) of the combined voting power of the Bank's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (c) below; or

(b) the date on which individuals who constitute the Board as of the Effective Date and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Bank) whose appointment or election by the Board or nomination for election by the Bank's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended cease for any reason to constitute a majority of the number of directors serving on the Board; or

(c) there is consummated a merger or consolidation of the Bank or any direct or indirect Subsidiary with any other corporation or other entity, other than (i) a merger or consolidation (A) which results in the voting securities of the Bank outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Bank or any Subsidiary, fifty percent (50%) or more of the combined voting power of the securities of the Bank or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Bank, the entity surviving such merger or consolidation or, if the Bank or the entity surviving such merger or consolidation is then a Subsidiary, the ultimate parent thereof, or (ii) a merger or consolidation effected to implement a recapitalization of the Bank (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Bank (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Bank or its Affiliates) representing more than fifty percent (50%) of the combined voting power of the Bank's then outstanding securities; or

(d) the shareholders of the Bank approve a plan of complete liquidation or dissolution of the Bank or there is consummated an agreement for the sale or disposition by the Bank of all or substantially all of the Bank's assets, other than (1) a sale or disposition by the Bank of all or substantially all of the Bank's assets to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Bank following the completion of such transaction in substantially the same proportions as their ownership of the Bank immediately prior to such sale or (2) a sale or disposition of all or substantially all of the Bank's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, (i) a Change of Control shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the holders of Common Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Bank immediately following such transaction or series of transactions and (ii) to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, a Change of Control shall be deemed to have occurred under the Plan with respect to any Award that constitutes deferred compensation under Section 409A of the Code only if a change in the ownership or effective control of the Bank or a change in ownership of a substantial portion of the assets of the Bank shall also be deemed to have occurred under Section 409A of the Code. For purposes of this definition of Change of Control, the term "Person" shall not include (i) the Bank or any Subsidiary thereof, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Bank or any Subsidiary thereof, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Bank in substantially the same proportions as their ownership of shares of the Bank. Notwithstanding anything herein to the contrary, a transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Bank's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Bank's securities immediately before such transactions. In addition, a bona fide equity financing for capital raising purposes and an Initial Public Offering by the Bank shall not constitute a Change of Control.

Section 3.10 "**Code**" means the Internal Revenue Code of 1986, as amended, including the corresponding provisions of any succeeding law.

Section 3.11 "**Committee**" means the Compensation & Governance Committee of the Board, which the Board has appointed to administer the Plan, or if no such committee exists, the Board.

Section 3.12 "**Disability**" has the same meaning assigned to such term in any individual service, employment or severance agreement or Award Agreement then in effect between the Participant and the Bank or any of its Subsidiaries or Affiliates or, if no such agreement exists or if such agreement does not define "Disability," then "Disability" shall mean a Participant is (A) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or (B) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan sponsored by the Bank or an Affiliate.

Section 3.13 "**Effective Date** "means February 18, 2026.

Section 3.14 "**Employee**" means any individual employed by the Bank or an Affiliate as an employee, but does not mean an individual who renders service solely as a director or independent contractor.

Section 3.15 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

Section 3.16 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

Section 3.17 "**GAAP**" means generally accepted accounting principles, as amended from time to time and applied in preparing the financial statements of the Bank.

Section 3.18 "**Good Reason**" has the meaning assigned to such term in any individual service, employment or severance agreement or Award Agreement with the Participant or, if no such agreement exists or if such agreement does not define "Good Reason," "Good Reason" [shall mean, without the Participant's consent, (i) a material diminution in Participant's title, authority, duties or responsibilities; (ii) a material reduction in Participant's base salary or target annual bonus opportunity; or (iii) the Bank causes the Participant to change the Participant's main work location by more than 50 miles from the Participant's main work location as of the such date. Any Good Reason termination will require thirty (30) days' advanced written notice by the Participant of the event giving rise to Good Reason within thirty (30) days after the Participant first learns of the applicable event and will not be effective unless the Bank has not cured the Good Reason event within such thirty (30) day notice period. For a Participant to resign for Good Reason, such Participant must resign from their employment within sixty (60) days after the failure of the Bank to cure a Good Reason event.

Section 3.19 "**Participant**" means an Employee who is selected by the Committee as eligible to participate in the Plan for a Plan Year.

Section 3.20 "**Performance Objectives** "means for any Plan Year one or more objective performance objectives selected and established by the Committee in accordance with the requirements of Article 6.

Section 3.21 "**Person**" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

Section 3.22 "**Plan**" means the River City Bank Executive Management Incentive Plan as amended and in effect from time to time.

Section 3.23 "**Plan Year**" means the calendar year.

Section 3.24 "**Subsidiary**" means any corporation (other than the Bank) or non-corporate entity with respect to which the Bank owns, directly or indirectly, 50% or more of the total combined voting power of all classes of stock, membership interests or other ownership interests of any class or kind ordinarily having the power to vote for the directors, managers or other voting members of the governing body of such corporation or non-corporate entity. In addition, any other entity may be designated by the Committee as a Subsidiary, provided that such entity could be considered as a subsidiary according to GAAP.

Section 3.25 "**Taxable Year**" means the taxable year of the Bank for federal income tax purposes.

ARTICLE 4 ELIGIBILITY AND PARTICIPATION; TERMINATION OF PARTICIPATION; REPAYMENT

Section 4.1 **Eligibility**. The Committee shall annually select the individual Employees, if any, eligible for participation in the Plan, who shall be senior executive officers and/or key employees of the Bank and its Subsidiaries and Affiliates. Unless otherwise specifically provided in this Article 4 or in the Award Agreement, Participant must be employed in good standing on the payment date of any applicable Award for any Plan Year to be eligible to receive payment hereunder with respect to such Award for such Plan Year.

Section 4.2 **Participation**. An Employee who holds or assumes an eligible position shall be a Participant for a Plan Year only if selected by the Committee to participate in the Plan for the Plan Year.

Section 4.3 **Termination of Employment - Change of Control**. Unless otherwise provided in the Plan, in the specific terms of an Award Agreement, or in the provisions of a written employment or change of control/retention agreement between the Bank and the Participant, a Participant who terminates employment with the Bank in connection with and/or within 12 months following the effective date of a

Change of Control shall be eligible for a prorated Award for the Plan Year in which the Change of Control occurs, and for the full amount of such Award if such termination occurs after such Plan Year but before payment otherwise is due with respect thereto, provided that their termination was not (i) a termination for Cause or (ii) a resignation without Good Reason. If a prorated Award is paid out under this Section 4.3, the amount of such Award shall be calculated and paid after the end of the Plan Year at the same time as other Awards for that Plan Year are paid, provided that, if such termination occurs after the Change of Control, in no event shall the amount of such Award prior to proration be less than the amount paid to such Participant under the Plan for the preceding Plan Year.

Section 4.4 **Other Terminations**. Unless otherwise provided in the specific terms of an Award Agreement, or in the provisions of a written employment or change of control/retention agreement between the Bank and the Participant, the Committee shall have the authority to determine whether a Participant who ceases employment prior to the end of a Plan Year, whether by reason of Death, Disability or otherwise, is eligible to receive a prorated Award for that Plan Year. In the event that the Committee determines that a Participant who otherwise ceases employment prior to the end of a Plan Year is eligible to receive a prorated Award for that Plan Year, the amount of such Award shall be calculated and paid after the end of the Plan Year at the same time as other Awards for that Plan Year are paid.

Section 4.5 **Prorated Awards**. Prorated Awards shall be calculated by dividing the applicable annual Award by twelve (12) and multiplying the result by the number of months of the Participant's service during the Plan Year, rounded up the next highest whole month.

Section 4.6 **Repayment**. Any Award granted pursuant to the Plan or payment with respect thereto shall be subject to the Bank's Compensation Clawback Policy.

ARTICLE 5 AWARD OPPORTUNITY

Section 5.1 **Target Awards**. For each Plan Year, the Committee shall establish a target Award opportunity for each Participant. The target Award opportunity for each Plan Year shall be a percentage of the Participant's Base Salary for the Plan Year or a specific dollar amount that may be earned upon the achievement of prescribed performance objectives.

ARTICLE 6 ESTABLISHMENT OF PERFORMANCE OBJECTIVES

Section 6.1 **Performance Objectives**.

Not later than a date which is within the first ninety (90) days of each Plan Year, the Committee shall establish one or more specific Performance Objectives for such Plan Year, including target levels and, if deemed appropriate by the Committee, one or more threshold, above-target or other enhanced or reduced achievement levels associated with each Performance Objective. If the Committee adds a Participant to the Plan for a Plan Year after initially establishing the target award opportunities and Performance Objectives for the Plan Year, the Committee shall determine whether to establish Performance Objectives applicable to the new Participant or provide that the new Participant shall be eligible to participate on a pro-rata basis. Unless the Committee determines otherwise with respect to any Participant, for any Participant having a title below Executive Vice President, the Committee delegates its authority to add such Participant to the Plan for such Plan Year and establish target award opportunities and Performance Objectives for such partial Plan Year after the Committee initially established target award opportunities and Performance Objectives for such Plan Year to the Chief Executive Officer of the Bank, provided that any such award shall be pro-rated based on such Participant's employment with the Bank during the applicable Plan Year.

The Performance Objectives may be expressed on an absolute and/or relative basis, or a before- or after-tax basis, or a consolidated or business-unit basis, may be based on or otherwise employ comparisons based on internal targets, the past performance of the Bank and/or the past or current performance of other companies and may include or exclude any or all extraordinary, non-core, non-operating or non-recurring items, or such other items as the Committee may determine.

Those Performance Objectives which have meanings ascribed to them by GAAP, as in effect and applied to the Bank on the date on which the Performance Objectives are established, shall have such meanings without giving effect to any subsequent changes in GAAP, unless the Committee specifically provides otherwise when it establishes the Performance Objectives.

Section 6.2 **<u>Award Matrix, Formula or Methodology</u>**. The Committee shall assign a percentage weight to each Performance Objective established by the Committee for each Plan Year. The weight assigned to any Performance Objectives which are not established in any Plan Year shall be zero, and the aggregate weight assigned to all Performance Objectives established by the Committee for any Plan Year shall equal one hundred percent (100%). The Committee may assign different weightings to Performance Objectives for each Participant or for classes of Participants. The Committee shall establish a matrix, formula or other methodology which shall set forth or otherwise define the relationship between the Performance Objectives, the target and other applicable performance levels with respect thereto, the weighting of such Performance Objectives, if any, and the corresponding award opportunity for each Participant.

Section 6.3 **<u>Adjustments</u>**. Under normal business conditions, once established for a Plan Year as provided herein, Performance Objectives shall not be subject to revision or alteration. However, unusual conditions may warrant a reexamination of such criteria. Such conditions may include, but not be limited to, a Change of Control, declaration and distribution of stock dividends or stock splits, mergers, consolidation or reorganizations, acquisitions or dispositions of material business units, pandemics or other unforeseeable Acts of God, or infrequently occurring or extraordinary gains or losses. In the event the Committee determines that, upon reexamination, alteration of the Performance Objectives is appropriate, the Committee shall reestablish the Performance Objectives to maintain as closely as possible the previously established expected level of overall performance of the Participants, taken as a whole, as is practicable.

Section 6.4 **<u>Other Discretionary Adjustments</u>**. The Committee may, in its sole and absolute discretion, determine to adjust (whether increase or decrease) the amount of an Award computed by applying the award matrix, formula or methodology contemplated by Section 6.2 for any or all Participants if it determines that prevailing circumstances (including, but not limited to, the subjective appraisal of the Participant's performance for the Plan Year) so warrant.

ARTICLE 7 DETERMINATION AND PAYMENT OF AWARDS

Section 7.1 **<u>Certification of Performance Objectives</u>**. As promptly as practicable, but in any event within sixty (60) days after the end of each Plan Year, the Committee shall certify the performance of the Bank relative to the Bank's Performance Objectives and each individual Participant's performance relative to such Participant's Performance Objectives. Each Participant's Award shall be determined by multiplying either (i) the Participant's Base Salary for the Plan Year multiplied by such Participant's target Award opportunity established as a percentage of the Participant's Base Salary for the Plan Year pursuant to Section 5.1 or (ii) the specific dollar amount established as the Participant's target Award opportunity pursuant to Section 5.1, by the percentage or ordinal "score" determined by applying the matrix, formula or methodology established pursuant to Sections 6.2 and 6.3, adjusted, if applicable, to take into account such subjective and objective factors as the Committee deems appropriate, including, but not limited to, the extent to which Participant's overall individual performance met expectations. Awards under the Plan shall be paid no later than March 15 of the year immediately following the Plan Year.

Section 7.2 **<u>Form of Award Payment</u>**. Awards shall be payable in cash and/or, if so determined by the Committee, payable in whole or in part by issuing shares of the Bank's common stock, ("**<u>Common Stock</u>**"), in accordance with, and subject to the terms and conditions of, the River City Bank 2026 Omnibus Equity Incentive Plan, as such plan may from time to time be amended, or any equity compensation plan adopted by the Bank as a successor plan thereto (collectively the Long Term Incentive Plan, the "**<u>LTIP</u>**"), which Common Stock shall have a fair market value (determined as set forth in the LTIP) on the date the Award is determined substantially equivalent to, but in no event greater than, the Award (or portion thereof to be paid in Common Stock) determined in accordance with Section 7.1.

Section 7.3 **Deferral of Awards**. In lieu of receiving a cash payment in respect of Awards payable under the Plan, Participants may elect to defer Awards pursuant to the terms of a deferred compensation plan, as may then be adopted and in effect; provided, however, that notwithstanding the foregoing, the Bank shall not be obligated and the foregoing shall not be construed as obligating the Bank, to adopt any such deferred compensation plan or maintain such deferred compensation plan.

ARTICLE 8 ADMINISTRATION

Section 8.1 **Committee**. The Plan shall be administered by the Committee.

Section 8.2 **Committee Action**. The Committee shall administer this Plan in accordance with its charter, as may be amended from time to time.

Section 8.3 **Committee Responsibilities**. Subject to the terms and conditions of the Plan and such limitations as may be imposed by the Board, the Committee shall have plenary authority and responsibility for the management and administration of the Plan and shall have such authority as shall be necessary or appropriate to carry out its responsibilities, including, without limitation, the authority:

(a) to interpret and construe the Plan, and to determine all questions that may arise under the Plan as to eligibility for participation in the Plan;

(b) to adopt rules and regulations for the operation and administration of the Plan; and

(c) to take any other action not inconsistent with the provisions of the Plan that it may deem necessary or appropriate.

Section 8.4 **Delegation**. The Committee may delegate to one or more of its members, one or more officers of the Bank, or one or more agents or advisors such administrative duties or powers as it may deem advisable.

ARTICLE 9 AMENDMENT AND TERMINATION

Section 9.1 **Amendment**. The Board may amend or revise the Plan in whole or in part at any time; provided, however, that no such amendment or revision may have a materially negative effect on any Awards with respect to the then-current Plan Year or any prior Plan Year.

Section 9.2 **Termination**. The Board may suspend or terminate the Plan in whole or in part at any time by giving written notice of such suspension or termination to the Committee.

ARTICLE 10 MISCELLANEOUS

Section 10.1 **No Right to Continued Employment**. Neither the establishment of the Plan nor any provisions of the Plan nor any action of the Board or the Committee with respect to the Plan shall be held or construed to confer upon any Participant any right to continuation of their position as an Employee. The Bank and any Affiliate reserve the right to dismiss any Participant or otherwise deal with any Participant to the same extent as though the Plan had not been adopted.

Section 10.2 **Non-Alienation of Benefits**. Except as may otherwise be required by law, no distribution or payment under the Plan to any Participant, former Participant or beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, whether voluntary or involuntary, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; nor shall any such distribution or payment be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to such distribution or payment. If any Participant, former Participant or beneficiary is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any such distribution or payment, voluntarily or involuntarily, the Committee, in its sole and absolute discretion, may cancel such distribution or payment or may hold or cause to be held or applied to such distribution or payment, or any part thereof, to or for the benefit of such Participant, former Participant or beneficiary, in such manner as the Committee shall direct; provided, however, that no such action by the Committee shall cause the acceleration or deferral of any benefit payments from the date on which such payments are scheduled to be made.

Section 10.3 **Appendices and Conflicts**. Performance Objectives for Plan Year may be appended to this Plan as an Appendix. Capitalized terms used in such Appendix shall have the meaning ascribed to such terms as set forth herein. In the event of any conflict between the terms of any Appendix or any Award Agreement and the Plan, the terms of the Plan shall govern.

Section 10.4 **Status of Plan Under ERISA**. The Plan is intended to be a non-qualified incentive compensation program that is exempt from the regulatory requirements of ERISA. The Plan is not intended to comply with the requirements of Section 401(a) of the Code or to be subject to Parts 2, 3 and 4 of Title I of ERISA. The Plan shall be administered and construed to effectuate this intent.

Section 10.5 **Construction and Language**. Wherever appropriate in the Plan, words used in the singular may be read in the plural, words used in the plural may be read in the singular, and the masculine gender may be read as referring equally to the feminine gender or the neuter.

Section 10.6 **Governing Law**. The Plan shall be construed, administered and enforced according to the laws of the State of California, without giving effect to the conflict of laws principles thereof, except to the extent that such laws are preempted by federal law. The federal and state courts having jurisdiction in Sacramento County, California shall have exclusive jurisdiction over any claim, action, complaint or lawsuit brought under the terms of the Plan or in any way relating to the rights or obligations of any person under the Plan, or the acts or omissions of the Bank, the Board, the Committee or any duly authorized person acting in their behalf in relation to the Plan. By participating in the Plan, any Participant, for themselves, and any other person claiming any rights under the Plan through such Participant, agrees to submit themself, and any such legal action described herein that they shall bring, to the exclusive jurisdiction of such courts for the adjudication and resolution of such disputes.

Section 10.7 **Headings**. The headings of Articles and Sections are included solely for convenience of reference. If there is any conflict between such headings and the text of the Plan, the text shall control.

Section 10.8 **Withholding**. Payments from the Plan shall be subject to all applicable federal, state and local withholding taxes.

Section 10.9 **Notices**. Any communication required or permitted to be given under the Plan, including any notice, direction, designation, comment, instruction, objection or waiver, shall be in writing (including via email) and shall be deemed to have been given at such time as it is either (i) sent via email in accordance with this Section 10.9, (ii) delivered personally or (iii) five (5) days after mailing if mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed to such party at the address listed below, or at such other address as one such party may by written notice specify to the other party: (a) if to the Committee: River City Bank, 2480 Natomas Park Drive, Suite 150 Sacramento, CA 95833, _hr@rivercitybank.com], Attention: Human Resources Director; and (b) if to a Participant: to the Participant's email or mailing address, as applicable, as shown in the Bank's records.

Section 10.10 **Severability**. A determination that any provision of the Plan is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 10.11 **Waiver**. Failure to insist upon strict compliance with any of the terms, covenants or conditions of the Plan shall not be deemed a waiver of such term, covenant or condition. A waiver of any provision of the Plan must be made in writing, designated as a waiver, and signed by the party against whom its enforcement is sought. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

Section 10.12 Successors and Assigns. The provisions of the Plan will inure to the benefit of and be binding upon the Participants and their respective legal representatives and testate or intestate distributees, and the Bank and its respective successors and assigns, including any successor by merger or consolidation or a statutory receiver or any other person or firm or corporation to which all or substantially all of the assets and business of the Bank may be sold or otherwise transferred.

Section 10.13 Compliance with Section 409A of the Code. The Plan and the Awards made hereunder are intended to be exempt from Section 409A of the Code and the regulations thereunder as "short-term deferrals." To the extent that the Plan is construed to be a non-qualified deferred compensation plan described in Section 409A of the Code, the Plan and any grant instruments shall be operated, administered and construed so as to comply with the requirements of Section 409A of the Code. The Plan and any Award Agreements shall be subject to amendment, with or without advance notice to Participants and other interested parties, and on a prospective or retroactive basis, including, but not limited to, amendment in a manner that adversely affects the rights of Participants and other interested parties, to the extent necessary to effect compliance with Section 409A of the Code. Notwithstanding anything contained herein to the contrary, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have separated from service with the Bank for purposes of this Plan or Awards and no payment shall be due to the Grantee under this Plan on account of a separation from service until the Grantee would be considered to have incurred a "separation from service" from the Bank within the meaning of Section 409A of the Code. Notwithstanding anything to the contrary in this Plan or Award Agreements, to the extent that any amounts are payable upon a separation from service and such payment would result in accelerated taxation and/or tax penalties under Section 409A of the Code, such payment, under this Plan or any other agreement of the Bank, shall be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). The Bank makes no representation that any or all of the payments described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code. For purposes of Section 409A of the Code a right receive any installment payments pursuant to this Plan or Awards shall be treated as a right to receive a series of separate and distinct payments.

Section 10.14 Clawback of Incentive Compensation. The Bank may terminate a Participant's right to the unpaid or unvested incentive compensation awarded hereunder and may require reimbursement to the Bank by a Participant of any incentive compensation previously paid or vested pursuant to this Plan, in the event a Participant is obligated to disgorge to or reimburse the Bank for such compensation paid or payable to a Participant by reason of application of Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other applicable law or regulation requiring recapture, reimbursement or disgorgement of incentive-based pay. In the event a Participant fails to make prompt reimbursement of any such incentive compensation previously paid, the Bank may, to the extent permitted by applicable law, deduct the amount required to be reimbursed from such Participant's compensation otherwise due under this Plan.

In addition, any incentive compensation payable to a Participant under this Plan or any other agreement shall be subject to any policy, whether in existence as of the Effective Date of this Plan or later adopted and/or established by the Bank that provides for the clawback or recovery of amounts due to restatement of the Bank's financial records or due to fraud or other malfeasance in connection with the eligibility for or calculation of any amounts, that were paid to the Participant under circumstances requiring clawback or recovery as set forth in such policy. The Bank will make any determinations for clawback or recover in its sole discretion and in accordance with such policy and any applicable law or regulations; provided that such policy is generally applicable to other executive officers.

Exhibit 10.10

Amended and Restated 2009 Restricted Stock Plan

AMENDED AND RESTATED
RIVER CITY BANK
RESTRICTED STOCK PLAN

ORIGINALLY EFFECTIVE
DECEMBER 15, 2009

AMENDED AND RESTATED EFFECTIVE
SEPTEMBER 21, 2021

AMENDED AND RESTATED
RIVER CITY BANK
RESTRICTED STOCK PLAN

SECTION 1
PURPOSE/EFFECTIVE DATE

1.1 Purpose. The purpose of the River City Bank Restricted Stock Plan is to advance the interests of and further the growth of River City Bank by:

A. Providing incentives to selected employees and Directors who are expected to contribute to the success of the Company and its Affiliates;

B. Maintaining the competitive position of the Company in attracting and retaining employees and Directors necessary for continued growth and profitability; and,

C. Furthering the identity of interests of selected employees and Directors with those of the Company and its shareholders through stock ownership opportunities in the form of grants of the Company's common stock in accordance with the terms and conditions of the Plan.

1.2 Tax Status. The Plan is intended to be an unfunded, nonqualified plan governed by section 83 of the Internal Revenue Code of 1986, as amended (the "Code"). Because the Plan provides only for transfers of restricted property that are governed by Code section 83, the Plan does not provide for the deferral of compensation and is not subject to Code section 409A. The Plan is not intended to be a qualified retirement plan governed by Code section 401(a).

1.3 ERISA Status. The Plan is unfunded and is intended to be a bonus plan described in Department of Labor regulations 29 C.F.R. §2510.3-2(c). The Plan is not intended to be an *employee pension benefit plan* as defined under the Employee Retirement Income Security Act of 1974, as amended (ERISA), and is not intended to defer the payment of any benefits to the termination of employment or beyond, or to provide retirement income.

1.4 Effective Date. The Plan was originally adopted effective December 15, 2009, and subsequently has been amended on a number of occasions:

A. The Plan was amended January 18, 2011 to add regulatory language for suspension or denial of benefits or recovery of amounts paid as required under federal banking laws;

B. The Plan was amended September 26, 2011, to expand eligibility to a broader range of employees;

C. The Plan was amended January 5, 2012 to provide for the lapse of restrictions upon retirement;

D. The Plan was amended and restated effective October 1, 2012, to add changes approved by the Board of Directors on September 18, 2012 (permitting restricted stock awards for non-employee Directors);

E. The Plan was amended and restated effective September 18, 2014; and

F. The Plan was amended effective September 15, 2020 to revise the definition of "Termination For Cause."

Effective as of September 21, 2021, the Plan is amended and restated in its entirety.

SECTION 2
DEFINITIONS

2.1 "Affiliate(s)" shall mean a "parent corporation," as defined in Code section 424(e), or "subsidiary corporation," as defined in Code section 424(f), of the Company.

2.2 "Agreement" shall mean a written agreement (including any amendment or supplement thereto) between the Company or an Affiliate and a Recipient specifying the terms and conditions of an Award granted to such Recipient.

2.3 "Award" shall mean an award under the Plan that is expressed as a stated number of whole shares of Restricted Stock. An Award must be in writing and shall be subject to the terms of an Agreement.

2.4 "Board" shall mean the Board of Directors of the Company.

2.5 "Change in Control." A Change in Control shall be deemed to have occurred upon any of the following events:

A. A Change in the Ownership of a Corporation. A change in the ownership of a corporation occurs on the date that any one person or persons acting as a group acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. The acquisition of additional stock by a person or group owning fifty percent (50%) or more of the stock is not considered to cause a change in the ownership of the corporation.

B. Change in the Effective Control of a Corporation. A change in the effective control of a corporation shall be deemed to occur on either of the following dates:

(i) The date any one person, or persons acting as a group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or group) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation; or

(ii) The date a majority of members of the corporation's board of directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors before the date of the appointment or election.

C. Change in the Ownership of a Substantial Portion of a Corporation's Assets. A change in the ownership of a substantial portion of a corporation's assets shall be deemed to occur on the date that any one person or group acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately before such acquisition or acquisitions. No Change in Control shall result if the assets are transferred to entities controlled directly or indirectly by the shareholders of the transferring corporation.

D. Transfers Among Family Members Or Trusts. No Change in Control shall occur if stock is acquired by or transferred between existing shareholders and members of their respective families or any trust established or controlled by, or for the benefit of, any shareholder or family member, directly or indirectly, including parents, grandparents and lineal descendants of current shareholders. Transfers made on account of death or gifts, or to a qualified retirement plan maintained by the Bank, shall not be considered in determining whether there has been a Change in Control event.

In addition to the forgoing, in order to constitute a Change in Control event with respect to a specific Recipient, the Change in Control must relate to (i) the corporation for whom the Recipient is performing services (as an employee or as a Director) at the time of the Change in Control; (ii) the corporation that is obligated to issue stock (or all corporations so obligated if more than one corporation), but only if either the Award is attributable to the performance of service by the Recipient (as an employee or as a Director) for such corporation (or corporations) or there is a bona fide business purpose for such corporation or corporations to grant the Award and no significant purpose of making such corporation or corporations responsible for the Award is the avoidance of Federal income tax; or (iii) a corporation that is a majority shareholder of a corporation identified above, or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified above. (A majority shareholder is a shareholder owning more than fifty percent (50%) of the total fair market value and total voting power of such corporation).

2.6 "Committee" shall mean a committee composed of three (3) or more members of the Board as provided in Section 3 to administer the Plan.

2.7 "Company" shall mean River City Bank, a California corporation.

2.8 "Disability" or "Disabled." For the purpose of this Plan, a Recipient will be considered disabled if he meets the following requirements:

A. He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or

B. He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan sponsored by the Company or an Affiliate.

2.9 "Eligible Individual" shall mean an employee or Director of the Company or of an Affiliate. Any employee or Director of the Company or its Affiliates shall be eligible to receive Awards. The term "employee" shall include employees who are officers or directors as well as other employees of the Company or its Affiliates.

2.10 "Fair Market Value" shall mean the price of a share of Stock, without regard to any restriction imposed by the Plan or a Recipient's Agreement, as determined by the Committee in good faith on the basis of such considerations as it deems appropriate.

2.11 "Grant Date" shall mean the date that an Award of Restricted Stock is granted to a Recipient hereunder.

2.12 "Involuntary Separation From Service" shall mean a Separation from Service due to the independent exercise of the unilateral authority of the Company to terminate the Recipient's services, other than due to Recipient's implicit or explicit request, where Recipient was willing and able to continue performing services.

2.13 "Plan" shall mean the Amended and Restated River City Bank Restricted Stock Plan, as embodied herein and as amended from time to time by the Board.

2.14 "Recipient" shall mean an Eligible Individual who has been granted an Award of Restricted Stock hereunder.

2.15 "Restricted Stock" shall mean Stock granted under this Plan that is subject to restrictions that constitute a substantial risk of forfeiture and has not become Unrestricted Stock in accordance with Section 6.

2.16 The terms "Separation From Service" (or "Separates From Service") and "Termination of Employment" (or "Terminate" or "Terminates") shall be used interchangeably. Whether a termination of employment or service has occurred is determined based on whether the facts and circumstances indicate that the Company and the Recipient reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services the Recipient will perform after such date (whether as an employee or as an independent contractor) will permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (as an employee or an independent contractor) over the immediately preceding thirty-six (36) month period (or the full period of services to the employer if the Recipient has been providing services to the employer less than thirty-six (36) months). There shall be no Separation From Service while the Recipient is on military leave, sick leave or other bona fide leave of absence, as long as such leave does not exceed six (6) months, or if longer, so long as the individual retains a right to re-employment with the service recipient under an applicable statute or by contract. In the case of an employee who also serves as a Director, "Separation From Service" and "Termination of Employment" shall mean cessation of the individual's services to the Company in all capacities. Notwithstanding any Plan provisions to the contrary, a Recipient shall not be deemed to have terminated employment with the Company in circumstances that give rise to benefits under the Plan if his or her employment by the Company terminates but the Recipient otherwise continues, immediately after such termination of employment, as an employee of any subsidiary or affiliate of the Company.

2.17 "Stock" shall mean the common stock of the Company.

2.18 "Termination For Cause" (or "Terminated For Cause") shall mean Termination of Employment of the Recipient (or, in the case of a Director, removal or dismissal of the Recipient from the Board) by reason of any of the following:

A. A termination or removal "For Cause," as such term may be defined in the Articles or Bylaws of the Company (or an Affiliate) or any written Board policy pertaining to Directors, or any written employment agreement between the Company (or an Affiliate) and the Recipient;

B. With respect to Awards with a Grant Date that is on or after September 15, 2020 only, termination of an underperforming employee as determined by the employee's direct supervisor;

C. A material breach of the Articles or Bylaws of the Company (or an Affiliate) or any written Board policy pertaining to Directors, or a material breach (including, with respect to Awards with a Grant Date that is on or after September 15, 2020 only, underperformance) of Recipient's written employment agreement with the Company (or an Affiliate);

D. A material violation of the Articles or Bylaws of the Company (or an Affiliate) or any written Board policy pertaining to Directors, or any written policies or procedures of the Company (or an Affiliate);

E. A breach of duty of loyalty to the Company (or an Affiliate);

F. Recipient engages in any activity that brings disrepute or discredit on the Company (or an Affiliate);

G. Recipient commits any act which is unlawful or materially detrimental to the business and affairs of the Company (or an Affiliate);

H. The Recipient commits any act of fraud, theft or embezzlement or other abuse of the property, information or funds of the Company (or an Affiliate); or

I. The Recipient is convicted of any felony or a crime involving deceit, moral turpitude, or fraud.

2.19 "Unrestricted Stock" shall mean Stock granted under this Plan that is no longer subject to restrictions that constitute a substantial risk of forfeiture in accordance with Section 6.

2.20 "Voluntary Separation From Service" shall mean a voluntary resignation of employment or from service as a Director by the Recipient, prior to becoming fully vested and not as a result of Disability.

SECTION 3
ADMINISTRATION

3.1 Committee. The Plan shall be administered under the direction of a Committee of the Board currently known as the Human Resources & Compensation Committee, subject to the rules set forth in the Committee charter.

3.2 Committee Authority. The Committee shall have sole and complete authority, subject only to express limitations of the Plan, to:

A. Select Eligible Individuals to be Recipients in the Plan (this authority may be delegated to one or more Executive Officers of the Company, provided that no Officer may be authorized to select himself or herself to receive an Award).

B. Determine the aggregate number of shares that may be authorized as Award(s) to be granted to Eligible Individuals each year;

C. Determine whether or not Awards will be granted, the time or times when Awards will be granted and the conditions and restrictions, including the restricted period or periods, on which or when the Awards become vested;

D. Establish, amend, and rescind, from time to time, regulations and rules for interpretation and administration of the Plan; and

E. Take any other actions deemed necessary or advisable for the administration of the Plan.

3.3 Awards. The Committee shall establish and maintain adequate records regarding the Recipients and their respective Awards, the restrictions thereon, the stock certificates related thereto, any dividends or distributions payable or paid thereon, and such other matters as may be relevant to the proper administration of the Plan.

3.4 Liability of Committee. No member of the Committee shall be liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan. All expenses and liabilities incurred by the Committee, or its members, in the administration of the Plan shall be borne by the Company.

3.5 Employment of Experts. The Committee may employ attorneys, consultants, accountants, or other persons it deems necessary to advise it regarding the administration of the Plan.

SECTION 4
STOCK SUBJECT TO THE PLAN

4.1 Stock Subject to Plan. The Stock to be awarded under the Plan shall consist of shares of the Company's common stock and may be authorized but unissued shares or reacquired shares, or both, as the Committee from time to time may determine. Subject to adjustment in the number and kind of shares, as provided below, an aggregate of 100,000 shares of the Company's common stock shall be authorized and available for Awards under the Plan. The Company shall, during the term of the Plan, reserve and keep available sufficient Stock to satisfy the requirements of the Plan.

4.2 Cancellation of Awards. If an Award is cancelled for any reason without the Restricted Stock having been fully vested, the number of shares of Stock that did not vest may again be made subject to an Award either to the same or a different Recipient.

4.3 Adjustments. The number of shares of Stock reserved for awards under the Plan shall be subject to adjustment by the Committee, in its sole discretion, to reflect any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination or shares or other similar event. All determinations made by the Committee with respect to adjustments under this section shall be conclusive and binding on all Recipients for all purposes of the Plan.

SECTION 5
ELIGIBILITY FOR AWARDS

5.1 Eligibility. The Committee, from time to time, shall in its absolute discretion select the Eligible Individuals to whom Awards shall be granted (this authority may be delegated, as provided in Section 3.2), determine the number of shares of Restricted Stock to be granted as Awards, the duration of the restricted period or periods, and the terms and conditions of the Awards, consistent with the Plan. Restricted Stock Awards may be made to the same Eligible Individual on more than one occasion.

5.2 Ineligible Persons. Persons who are not Eligible Individuals shall not be eligible to receive Restricted Stock Awards.

SECTION 6
TERMS AND CONDITIONS OF AWARDS

6.1 Terms and Conditions. All Restricted Stock Awards under the Plan shall be subject to the following terms and conditions and to such other terms and conditions not inconsistent with the Plan, as the Committee, pursuant to an Agreement, prescribes:

A. Issuance of Restricted Stock. Stock awarded as a Restricted Stock Award shall be issued in the name of the Recipient and deposited by the Recipient, together with a stock power endorsed in blank, with the Corporate Secretary of the Company. The Restricted Stock shall be held by the Company until the restrictions set forth in the Recipient's Agreement and the Plan have lapsed. The Restricted Stock shall be issued without the payment of any cash consideration by the Recipient.

B. Agreement. The Restricted Stock shall be issued subject to the execution by the Recipient of an Agreement, on such terms as the Committee in its absolute discretion may require, and pursuant to which the Recipient shall agree that the Restricted Stock is received and held in accordance with the terms and conditions of the Plan.

C. General Restrictions and Restricted Periods. The Committee shall establish restrictions and/or a restricted period or periods for Awards. During the restricted period and prior to the lapse of a restriction, the Restricted Stock shall not be sold, transferred, or otherwise disposed of and shall not be pledged (as collateral or otherwise) or otherwise hypothecated in any manner. Any such attempted transfer, disposition or hypothecation shall be void and shall cause the Restricted Stock subject thereto to be forfeited. An Award of Restricted Stock shall become Unrestricted Stock upon the lapse of the restriction or the restricted period or periods as provided in the Recipient's Agreement.

D. Voluntary Separation From Service. In the event of a Voluntary Separation From Service during the restricted period, all of the Restricted Stock awarded to that Recipient that is not then vested and is still subject to restrictions shall be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company.

E. Termination For Cause. If a Recipient is Terminated For Cause during the restricted period, all of the Restricted Stock awarded to that Recipient that is not then vested and is still subject to restrictions shall be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company.

F. Involuntary Separation From Service. In the event of an Involuntary Separation From Service that is not a Termination For Cause during the restricted period, all restrictions shall lapse on the termination date and the Restricted Stock shall be deemed Unrestricted Stock.

G. Lapse of Restrictions on Death or Disability. Notwithstanding the above, if a Recipient has been in continuous employment or service as a Director with the Company or an Affiliate since the Grant Date of an Award, and while so employed or serving, the Recipient dies or becomes Disabled, all restrictions on unvested Restricted Stock shall lapse on the Recipient's death or Disability and the Restricted Stock shall be deemed Unrestricted Stock. Upon the death or Disability of a Recipient, all Unrestricted Stock held for him or her shall be delivered to the Recipient or to the Recipient's executor(s), administrator(s), trustee(s) or other authorized representative(s) entitled thereto. The determination of whether a Recipient is Disabled shall be made by a physician mutually agreed upon by the Company and the Recipient.

H. Lapse of Restrictions Upon Reaching Retirement Age. Notwithstanding the above, if a Recipient has been in continuous employment or service as a Director with the Company or an Affiliate since the Grant Date of an Award, and while so employed or serving, the Recipient attains age sixty-five (65), all restrictions on unvested Restricted Stock shall lapse on the Recipient's sixty-fifth (65^{th}) birthday and the Restricted Stock shall be deemed Unrestricted Stock. Upon the lapse of restrictions, all Unrestricted Stock held for the Recipient shall be delivered to him or her.

I. Effect of Merger, Reorganization. Upon a merger, consolidation, acquisition of assets or stock, reorganization, or liquidation of the Company, as a result of which the shareholders of the Company receive cash, stock or other property in exchange for their shares of Stock (an "Event"), restrictions on any Award granted hereunder shall lapse, whether or not the vesting requirements set forth in any Agreement have been satisfied. Notwithstanding the foregoing, an Event shall not cause the lapse of restrictions with respect to any Awards or Restricted Stock that the Committee elects, before the Event, to convert into restricted stock of an acquiring or successor corporation. If the Committee elects to convert the Awards or Restricted Stock, the number of shares of such converted restricted stock shall be determined by adjusting the Awards granted hereunder in the same proportion as used for determining the number of shares of stock of the acquiring or successor corporation that the shareholders of the Company will receive in the merger, consolidation, acquisition of property or stock, or reorganization. The schedule for lapse of restrictions set forth in the Recipient's Agreement shall continue to apply to the converted restricted stock. Nothing herein shall authorize the Committee to take any action contrary to any provision regarding lapse of restrictions that is contained in any Agreement if the action would reduce the benefits to the Recipient, unless the Recipient consents to the action.

J. Waiver of Vesting Upon Certain Events Following a Change in Control. If a Recipient experiences any of the following events during the restricted period and within two (2) years after a Change in Control, and the Recipient resigns as a result of such event, all restrictions on unvested Restricted Stock shall lapse and the Restricted Stock shall be deemed Unrestricted Stock:

(i) A diminution in the Recipient's base compensation of ten percent (10%) or more below the annualized rate in effect on the date on which a Change in Control shall have occurred, unless such reduction is implemented for similarly situated employees of the Company or the acquirer generally;

(ii) Without the Recipient's express prior written consent, a material diminution of the Recipient's authority, duties, and responsibilities with the Company immediately prior to a Change in Control (including a material change in the level or authority of person(s) to whom the Recipient reports);

(iii) Without the Recipient's prior written consent, the Company changes the principal location at which the Recipient is required to work such that the Recipient's regular one-way commute exceeds thirty-five (35) miles from his or her primary residence and is longer than his or her regular one-way commute prior to the change; or

(iv) Any other action or inaction that constitutes a material breach by the Company of the terms of an employment agreement with the Recipient.

Notwithstanding the foregoing, the Recipient's employment will not be deemed to have been involuntarily terminated and no restrictions on unvested Restricted Stock shall lapse, unless the Recipient delivers written notice of one or more conditions described above to the Company at least thirty (30) days prior to resignation and the Company does not remedy the condition within thirty (30) days after notice is received.

K. No Lapse of Restrictions Following Action by Regulators. Notwithstanding subsections F, I and J above, or any other provision of this Plan or any Restricted Stock Award to the contrary, no restrictions shall lapse and Restricted Stock that remains restricted may be forfeited on or after the occurrence of or as a result of any of the following events:

(i) Temporary Suspension or Prohibition. If a Recipient is suspended and/or temporarily prohibited from participating in the conduct of the Company's affairs by a notice served under Section 8(e)(3) or (g)(1) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. §1818(e)(3) and (g)(1), all outstanding Restricted Stock issued to that Recipient shall remain restricted and no restrictions shall lapse. If the charges in the notice are dismissed, any restrictions that would have otherwise lapsed under the Plan or any Restricted Stock Award during the suspension or temporary prohibition shall lapse in accordance with the Plan.

(ii) Permanent Suspension or Prohibition. If a Recipient is removed and/or permanently prohibited from participating in the conduct of the Company's affairs by an order issued under Section 8(e)(4) or (g)(1) of the FDIA, 12 U.S.C. §1818(e)(4) and (g)(1), all Restricted Stock issued to the Recipient shall be immediately forfeited and shall be automatically transferred to and reacquired by the Company at no cost to the Company.

(iii) Default. If the Company is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. §1813(x)), all shares of Restricted Stock then outstanding under this Plan shall be forfeited and shall be automatically transferred to and reacquired by the Company at no cost to the Company. In this event, the Plan shall terminate as of the date of default.

(iv) Termination by Regulators. All shares of Restricted Stock then outstanding under this Plan shall be forfeited and shall be automatically transferred to and reacquired by the Company at no cost to the Company, except to the extent it is determined that continuation of this Plan is necessary for the continued operation of the Company: (a) at the time the Federal Deposit Insurance Corporation ("FDIC") enters into an agreement to provide assistance to or on behalf of the Company under the authority contained in Section 13(c) of the FDIA, 12 U.S.C. §1823(c); or (b) by the FDIC, at the time it approves a supervisory merger to resolve problems related to the operation of the Company.

In addition, the lapse of any restrictions under this Plan shall be subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder, and any restrictions that have not lapsed shall not lapse and the shares of Restricted Stock subject to such restrictions shall be forfeited to the extent barred or prohibited by an action or order issued by the California Department of Financial Institutions, the FDIC, or any government agency which has jurisdiction over the Company.

L. Forfeiture Under Terms of Incentive Payment Plan. Notwithstanding any provision of this Plan or any Restricted Stock Award to the contrary, shares of Restricted Stock shall be forfeited as prescribed under the terms of any current or future incentive program established by the Company.

M. Legend Condition on Shares. Each certificate issued with respect to Restricted Stock awarded hereunder shall bear the following or similar legend:

> "The transferability of this certificate and the shares of stock represented by this certificate are subject to the terms and conditions, including forfeiture, contained in the Amended and Restated River City Bank Restricted Stock Plan and a Restricted Stock Award Agreement entered into between the registered owner and the Company. Copies of the Plan and the Agreement are on file in the offices of the Company."

N. Rights of Recipient as Shareholder. Subject to the restrictions contained in the Plan, a Recipient, as owner of the Restricted Stock, shall have all of the rights of a shareholder including the right to vote the shares and to all dividends, cash or stock, paid or attributable to the Restricted Stock. All dividends and or distributions paid or payable in respect to Restricted Stock shall be paid to the Recipient when declared and payable to shareholders of the Company.

O. Lapse of Restrictions and Transfer of Stock. On the lapse of restrictions prior to forfeiture as provided in the Plan and a Recipient's Agreement, the number of shares to which the lapse applies shall be vested in the Recipient and the Restricted Stock shall be treated as Unrestricted Stock. The legend on the Stock for which restrictions have lapsed shall be removed, and a certificate not containing the legend condition set forth herein shall be issued and delivered to Recipient in exchange for those shares together with any accrued but unpaid dividends and/or distributions credited to the Recipient. The transfer of Unrestricted Stock to Recipient shall be completed at an administratively feasible time following the lapse of the restrictions.

6.2 Payment of Taxes. Upon the lapse of the restrictions provided for in the Plan and the Recipient's Agreement, each Recipient granted a Restricted Stock Award shall make arrangements satisfactory to the Committee for the payment of any federal, state or local taxes of any kind required by law, including FICA and Medicare. Such obligation shall be satisfied through any of the following:

A. Recipient can make a withholding election to pay the taxes through payroll deduction. Payment can be made from multiple payrolls, provided full payment is completed by the last day of the calendar year in which there is a lapse of the restrictions on the Recipient's Restricted Stock.

B. Recipient can remit to the Company or its Affiliate a cash payment equal to the amount to be withheld. Such payment shall be made in sufficient time to allow the Company to withhold the required amount prior to the last day of the calendar year in which there is a lapse of the restrictions on the Recipient's Restricted Stock.

C. Recipient can satisfy the obligation in part through withholding by payroll deduction and in part by a cash payment to the Company.

D. If permitted by the Board, Recipient can elect to have the Company withhold from the Restricted Stock shares that have an aggregate fair market value on the date the restrictions lapse equal to the amount to be withheld. The remaining shares would be transferred as Unrestricted Stock to Recipient.

6.3 Code Section 83(b) Election. To the extent permitted by state or federal law or regulations, a Recipient granted a Restricted Stock Award may elect, within thirty (30) days of the Grant Date, and upon written notice of the election delivered to the Committee, to realize income for federal income tax purposes equal to the Fair Market Value of the Restricted Stock awarded, or a portion thereof, on the Grant Date. In that event, Recipient shall make arrangements satisfactory to the Committee to pay in the year of the grant any federal, state, or local taxes required to be withheld with respect to the Restricted Stock subject to the election. If the Recipient fails to make said payments, the Company and its Affiliates shall, to the extent permitted by law, have the right to deduct from the Recipient's compensation in the year of the Award any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock subject to the election. The election of a Recipient to immediately realize income as a result of the receipt of an Award shall not cause the Restricted Stock subject to the election to become Unrestricted Stock.

6.4 Compliance With Law.

A. No Award shall be granted, no Stock shall be issued and no certificates representing Stock shall be delivered under this Plan except in compliance with all federal and state laws and regulations (including federal and state banking laws, rule and regulations).

B. The registration or qualification under any federal or state law of any Stock to be granted pursuant to Restricted Stock Awards (whether to permit the making of Restricted Stock Awards or the resale or other disposition of any such Stock by or on behalf of Recipients receiving the shares) may be necessary or desirable as a condition of or in connection with the Restricted Stock Awards. In that event, if the Board in its sole discretion so determines, delivery of the certificates for the shares of Restricted Stock shall not be made until the registration or qualification has been completed.

C. If the Stock that has been awarded to a Recipient under the terms of the Plan is not registered under the Securities Act of 1933, as amended, pursuant to an effective registration statement, the Recipient, if the Committee deems it advisable, may be required to represent and agree in writing (i) that any Stock acquired by the Recipient under the Plan will not be sold except pursuant to an effective registration statement under the Securities Act of 1933, as amended, or pursuant to an exemption from registration under the Act, (ii) that the Recipient is acquiring the Stock for his or her own account and not with a view to distribution, and (iii) any other applicable requirements for transfer of stock under state or federal law or regulations have been met.

D. The Committee and the Company shall have the right to rely on an opinion of its counsel as to compliance with all applicable laws, rule and regulations.

6.5 Excise Tax Limitation; Reduction of Benefits.

A. Notwithstanding anything contained in this Plan to the contrary, to the extent that the payments and benefits under this Plan, and the payments and benefits provided to, or for the benefit of, a Recipient under any other Company plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code, the Benefits shall be reduced (but not below zero) so that the maximum amount of the Benefits (after reduction) shall be one dollar ($1.00) less than the amount which would cause the Benefits to be subject to the Excise Tax (the "Parachute Payment Threshold"). Unless a Recipient shall have given prior written notice specifying a different order to the Bank to effectuate the Parachute Payment Threshold, the Bank shall reduce or eliminate the Benefits by first reducing or eliminating any benefits payable under the Company's Change In Control Severance Plan, then by reducing or eliminating other cash payments, and then by reducing or eliminating those benefits or payments which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid farthest in time from the date of determination (as defined below).

B. A determination as to whether the Benefits shall be reduced to the Parachute Payment Threshold pursuant to this Plan and the amount of such Parachute Payment Threshold shall be made in writing by a nationally recognized accounting firm or executive compensation consulting firm selected by the Company (the "Advisor") at the Company's expense. The Advisor shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and the Recipient within ten (10) days of the date of termination of the Recipient's employment, if applicable, or such other time as requested by the Company or the Recipient (provided the Recipient reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Advisor determines that no Excise Tax is payable by the Recipient with respect to any Benefits, it shall furnish the Recipient with its Determination that no Excise Tax will be imposed with respect to any such Benefits. Unless the Recipient provides written notice to the Company within ten (10) days of the delivery of the Determination to the Recipient that he or she disputes such Determination, the Determination shall be binding, final and conclusive upon the Company and the Recipient.

SECTION 7
AMENDMENTS

7.1 Amendments. The Plan and, with the consent of the Recipient, Awards granted under the Plan and a Recipient's Agreement may be amended at any time and from time to time by the Committee or the Board. Without the written consent of the Recipient, no amendment of the Plan shall adversely affect any right of any Recipient with respect to any Restricted Stock Award previously granted.

SECTION 8
TERMINATION OF THE PLAN

8.1 Termination or Suspension of Plan. The Plan shall continue until such time as the Board suspends or terminates the Plan. No Restricted Stock Awards may be granted during any suspension of the Plan or after the Plan has been terminated.

8.2 Committee Authority After Termination. After the Plan terminates, the Plan will remain in effect only for the purpose of administering outstanding Restricted Stock Awards until such time as there is no outstanding Restricted Stock. The function of the Committee will be limited during tht period to supervising the administration of Restricted Stock Awards previously granted.

SECTION 9
GENERAL PROVISIONS

9.1 No Effect on Employment or Service as Director. Neither the adoption of this Plan, its operation or implementation, nor any Award hereunder shall (i) confer upon any employee any right to continue in the employ of the Company or an Affiliate; (ii) confer upon any Director any right to continue in service as a Director for any period; or (iii) in any way affect any right and or power of the Company or an Affiliate to terminate the employment of any employee or to remove any Director at any time, with or without cause.

9.2 Unfunded Plan. The Plan shall be unfunded, and the Company shall not be required to segregate any assets for the benefit of any Recipient or any other person. Any liability of the Company to any person with respect to any grant under the Plan shall be based solely upon contractual obligations that may be created hereunder. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property or assets of the Company.

9.3 No Preemptive Rights. The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services rendered, either upon direct sale or upon the exercise of rights or warrants to subscribe therefore, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to outstanding Awards.

9.4 Construction. Headings are given to the sections of the Plan solely as a convenience to facilitate reference. The masculine gender when used herein refers to both masculine and feminine. The reference to any statute, regulation or other provision of law shall be construed to refer to any amendment to or successor of such provision of law.

9.5 Governing Law. The laws of the State of California shall apply to all matters arising under this Plan to the extent that federal law does not apply.

9.6 Resolution of Disputes. All disputes relating to or arising from the Plan, any Award, or any Award Agreement, including any claims by any employee, Director, Eligible Individual, or Recipient, shall be settled by arbitration before a single arbitrator mutually agreed upon and selected by the parties within thirty (30) days following notice by the requesting party that arbitration is requested, or such other time period mutually agreed upon in writing by the parties. The arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA Rules"). A true and correct copy of the AAA Rules is posted on the Bank's intranet site (RCBi) and the Bank's cloud-based Employee Self Service Portal (Paylocity). In addition to discovery as authorized by the AAA Rules, the parties agree that the Arbitrator shall allow the full range of discovery authorized by California law or any other discovery required by applicable law in arbitration proceedings. Also, to the extent that any of the AAA Rules or anything in this Agreement conflicts with any arbitration procedures required by applicable state or federal law, the arbitration procedures required by applicable law shall govern. Upon motion from any party, the Arbitrator is expressly vested with the power to dismiss any claim or counterclaim, so long as such dismissal is consistent with applicable law. The decision of the arbitrator shall be final and binding on the parties. If the parties are unable to select the arbitrator in the manner set forth above, the arbitrator shall be selected in accordance with the AAA Rules. The parties shall participate in the arbitration in good faith and they shall share equally in its costs. The provisions of this Section may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

APPROVED AND ADOPTED this 21st day of September, 2021.

RIVER CITY BANK

By: /s/ Stephen A. Fleming

Stephen A. Fleming
President and CEO

Exhibit 10.11

Form of Award Agreement under Amended and Restated 2009 Restricted Stock Plan

RESTRICTED STOCK AWARD AGREEMENT

THIS RESTRICTED STOCK AWARD AGREEMENT (the “Agreement”), dated as of _______________ (the “Grant Date”), is made by and between River City Bank, a California corporation (the “Company”), and _________________ (the “Recipient”).

WHEREAS, the Company has adopted the Amended and Restated River City Bank Restricted Stock Plan (the “Plan”), pursuant to which the Company may grant Restricted Stock;

WHEREAS, the Company desires to grant to the Recipient the number of shares of Restricted Stock provided for herein;

NOW, THEREFORE, in consideration of the recitals and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Grant of Restricted Stock Award

(a) *Grant of Restricted Stock.* The Company hereby grants to the Recipient Fifty-Two (52) shares of Restricted Stock (the “Award”) on the terms and conditions set forth in this Agreement and the Plan.

(b) *Incorporation of Plan; Capitalized Terms; Definitions.*

(i) The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations regarding the Plan and the Agreement, and its decision shall be binding and conclusive upon the Recipient with respect to any questions arising under the Plan or this Agreement.

(ii) Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

Section 2. Restrictions

Subject to the provisions of this Agreement and the Plan, the Restricted Stock shall vest and the restrictions thereon shall lapse in the amounts and on each of the following dates (collectively the “Restricted Period(s)”):

[Date]	________ shares;
[Date]	________ shares;
[Date]	________ shares;

Any shares of Restricted Stock that do not vest and are forfeited pursuant to this Agreement or the Plan shall be transferred to, and reacquired by, the Company without payment of any consideration by the Company, and neither the Recipient nor any of the Recipient's successors, heirs, assigns or personal representatives shall thereafter have any further rights or interests in such shares.

Section 3. Miscellaneous

(a) *Investment Representation.* The Recipient hereby represents and warrants to Company (i) that any Stock acquired by the Recipient under this Agreement or the Plan will not be sold except pursuant to an effective registration statement under the Securities Act of 1933 (the "Act"), as amended, or pursuant to an exemption from registration under the Act; and (ii) that the Recipient is acquiring the Stock for his or her own account and not with a view to distribution.

(b) *No Tax Advice*. The Recipient agrees to seek the advice of his/her own tax advisors as to the advisability of making a Section 83(b) election, the potential consequences of making such an election, the requirements for making such an election, and the other tax consequences of the Restricted Stock Award under federal, state, and any other laws that may be applicable. The Company and its affiliates and agents have not and are not providing any tax advice to the Recipient.

(c) *Notices.* Any and all notices, designations, consents, offers, acceptances and any other communications provided for herein shall be given in writing and shall be delivered either personally or by registered or certified mail, postage prepaid, which shall be addressed, in the case of the Company to both the Chief Financial Officer and the Committee at the principal office of the Company and, in the case of the Recipient, to the Recipient's address appearing on the books of the Company or to the Recipient's residence or to such other address as may be designated in writing by the Recipient.

(d) *Bound by Plan.* By signing this Agreement, the Recipient acknowledges that he/she has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(e) *Successors.* The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of the Recipient and the beneficiaries, executors, administrators, heirs and successors of the Recipient.

(f) *Invalid Provision.* The invalidity or unenforceability of any particular provision thereof shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

(g) *Modifications.* Subject to the Board's right to amend the Plan from time to time, no change, modification or waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

(h) *Entire Agreement.* This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and therein and supersedes all prior communications, representations and negotiations in respect thereto.

(i) *Governing Law.* This Agreement and the rights of the Recipient hereunder shall be construed and determined in accordance with the laws of the State of California.

(j) *Headings.* The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(k) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) *Dispute Resolution*. This Agreement is subject to binding arbitration as provided in Plan section 9.6.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto effective as of the date first above written.

RIVER CITY BANK, a California
Banking Corporation

By:____________________________
Stephen A. Fleming, President & CEO

____
_________ (Recipient)

____
Date

Exhibit 10.12

2026 Omnibus Equity Incentive Plan

RIVER CITY BANK
2026 OMNIBUS EQUITY INCENTIVE PLAN

Section 1. **Purpose of Plan.**

The name of the Plan is the River City Bank 2026 Omnibus Equity Incentive Plan (the "Plan"). The purposes of the Plan are to (i) provide an additional incentive to selected employees, directors, and independent contractors of the Company or its Affiliates whose contributions are essential to the growth and success of the Company, (ii) strengthen the commitment of such individuals to the Company and its Affiliates, (iii) motivate those individuals to faithfully and diligently perform their responsibilities and (iv) attract and retain competent and dedicated individuals whose efforts will result in the long-term growth and profitability of the Company. To accomplish these purposes, the Plan provides that the Company may grant Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Other Stock-Based Awards or any combination of the foregoing.

Section 2. **Definitions.**

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Administrator" means the Board, or, if and to the extent the Board does not administer the Plan, the Committee in accordance with Section 3 hereof.

(b) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified as of any date of determination.

(c) "Applicable Laws" means the applicable requirements under U.S. federal and state corporate laws, U.S. federal and state securities laws, including the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any other country or jurisdiction where Awards are granted under the Plan, as are in effect from time to time.

(d) "Award" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit or Other Stock-Based Awards granted under the Plan.

(e) "Award Agreement" means any written notice, agreement, contract or other instrument or document evidencing an Award or Prior Plan Award, as applicable, including through electronic medium, which shall contain such terms and conditions with respect to an Award or Prior Plan Award, as applicable, as the Administrator shall determine, consistent with the Plan or Prior Plan.

(f) "Beneficial Owner" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(g) "Board" means the Board of Directors of the Company.

(h) "Bylaws" mean the bylaws of the Company, as may be amended and/or restated from time to time.

(i) "Cause" has the meaning assigned to such term in the articles of incorporation or bylaws of the Company (or an Affiliate), any written Board policy pertaining to the Company's directors, or any individual service, employment or severance agreement or Award Agreement (including with respect to any Prior Plan Award) with the Participant or, if no such agreement exists or if such agreement does not define "Cause," then "Cause" means [(i) termination of an underperforming employee as determined by the employee's direct supervisor; (ii) a material breach of the articles of incorporation or bylaws of the Company (or an Affiliate) or any written Board policy pertaining to directors, or a material breach (including underperformance) of the Participant's written employment agreement with the Company (or an Affiliate); (iii) a material violation of the articles of incorporation or bylaws of the Company (or an Affiliate) or any written Board policy pertaining to directors, or any written policies or procedures of the Company (or an Affiliate); (iv) a breach of the duty of loyalty to the Company (or an Affiliate); (v) the Participant engages in any activity that brings disrepute or discredit to the Company (or an Affiliate); (vi) the Participant commits any act which is unlawful or materially detrimental to the business and affairs of the Company (or an Affiliate); (vii) the Participant commits any act of fraud, theft or embezzlement or other abuse of the property, information or funds of the Company (or an Affiliate); or (viii) the Participant is convicted of any felony or a crime involving deceit, moral turpitude or fraud. Any voluntary termination of employment or service by the Participant in anticipation of an involuntary termination of the Participant's employment or service, as applicable, for Cause shall be deemed to be a termination for Cause.

(j) "Change in Capitalization" means any (i) merger, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event, (ii) special or extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock or other property), stock split, reverse stock split, share subdivision or consolidation, (iii) combination or exchange of shares or (iv) other change in corporate structure, which, in any such case, the Administrator determines, in its sole discretion, affects the Common Stock such that an adjustment pursuant to Section 5 hereof is appropriate.

(k) "Change in Control" means the first occurrence of an event set forth in any one of the following paragraphs following the Effective Date:

(1) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person which were acquired directly from the Company or any Affiliate thereof) representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (3) below; or

(2) the date on which individuals who constitute the Board as of the Effective Date and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended cease for any reason to constitute a majority of the number of directors serving on the Board; or

(3) there is consummated a merger or consolidation of the Company or any direct or indirect Subsidiary with any other corporation or other entity, other than (i) a merger or consolidation (A) which results in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, fifty percent (50%) or more of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and (B) following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a Subsidiary, the ultimate parent thereof, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities; or

(4) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than (A) a sale or disposition by the

Company of all or substantially all of the Company's assets to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

Notwithstanding the foregoing, (i) a Change in Control shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the holders of Common Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions and (ii) to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to any Award that constitutes deferred compensation under Section 409A of the Code only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code. For purposes of this definition of Change in Control, the term "Person" shall not include (i) the Company or any Subsidiary thereof, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary thereof, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of shares of the Company. Notwithstanding anything herein to the contrary, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transactions. In addition, a bona fide equity financing for capital raising purposes and an Initial Public Offering by the Company shall not constitute a Change in Control.

(l) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(m) "Committee" means any committee or subcommittee the Board may appoint to administer the Plan. Subject to the discretion of the Board, following Initial Public Offering, the Committee shall be composed entirely of individuals who meet the qualifications of a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act and any other qualifications required by the applicable stock exchange on which the Common Stock is traded.

(n) "Common Stock" means shares of Company's Common Stock, par value $0.01 per share.

(o) "Company" means River City Bank, a California corporation (or any successor company, except as the term "Company" is used in the definition of "Change in Control" above).

(p) "Covered Executive" means, following an Initial Public Offering, any Executive Officer that (1) has received Incentive Compensation (A) during the Look-Back Period (as defined in Section 27) and (B) after beginning service as an Executive Officer; and (2) served as an Executive Officer at any time during the performance period for the applicable Incentive Compensation.

(q) "Disability" has the same meaning assigned to such term in any individual service, employment or severance agreement or Award Agreement then in effect between the Participant and the Company or any of its Subsidiaries or Affiliates or, if no such agreement exists or if such agreement does not define "Disability," then "Disability" shall mean a Participant is (A) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or (B) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan sponsored by the Company or an Affiliate.

(r) "Effective Date" has the meaning set forth in Section 17 hereof.

(s) "Eligible Recipient" means an employee, director or independent contractor of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator; *provided, however*, to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, an Eligible Recipient of an Option or a Stock Appreciation Right means an employee, non-employee director or independent contractor of the Company or any Affiliate of the Company with respect to whom the Company is an "eligible issuer of service recipient stock" within the meaning of Section 409A of the Code.

(t) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(u) "Executive Officer" means any "executive officer" as defined in Section 10D-1(d) of the Exchange Act whom the Board (or the Committee, as applicable) has determined is subject to the reporting requirements of Section 10D of the Exchange Act, and includes any person who is the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the issuer in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company (with any executive officers of the Company's parent(s) or subsidiaries being deemed Executive Officers of the Company if they perform such policy making functions for the Company). All Executive Officers of the Company identified by the Board (or the Committee, as applicable) pursuant to 17 CFR 229.401(b) shall be deemed an "Executive Officer."

(v) "Exempt Award" shall mean the following:

(1) An Award granted in assumption of, or in substitution for, outstanding awards previously granted by a corporation or other entity acquired by the Company or any of its Subsidiaries or with which the Company or any of its Subsidiaries combines by merger or otherwise. The terms and conditions of any such Awards may vary from the terms and conditions set forth in the Plan to the extent the Administrator at the time of grant may deem appropriate, subject to Applicable Laws.

(2) Following an Initial Public Offering, an "employment inducement" award as described in the applicable stock exchange listing manual or rules may be granted under the Plan from time to time. The terms and conditions of any "employment inducement" award may vary from the terms and conditions set forth in the Plan to such extent as the Administrator at the time of grant may deem appropriate, subject to Applicable Laws.

(3) An Award that an Eligible Recipient purchases at Fair Market Value (including Awards that an Eligible Recipient elects to receive in lieu of fully vested compensation that is otherwise due) whether or not the shares of Common Stock are delivered immediately or on a deferred basis.

(w) "Exercise Price" means, (i) with respect to any Option, the per share price at which a holder of such Option may purchase Common Stock issuable upon exercise of such Award, and (ii) with respect to a Stock Appreciation Right, the base price per share of such Stock Appreciation Right.

(x) "Fair Market Value" of a share of Common Stock or another security as of a particular date shall mean the fair market value as determined by the Administrator in its sole discretion; *provided*, that (i) if the Common Stock or other security is admitted to trading on a national securities exchange, the fair market value on any date shall be the closing sale price reported on such date, or if no shares were traded on such date, on the last preceding date for which there was a sale of a share of Common Stock on such exchange, or (ii) if the Common Stock or other security is then traded in an over-the-counter market, the fair market value on any date shall be the average of the closing bid and asked prices for such share in such over-the-counter market for the last preceding date on which there was a sale of such share in such market.

(y) "Free Standing Rights" has the meaning set forth in Section 8.

(z) "Good Reason" has the meaning assigned to such term in any individual service, employment or severance agreement or Award Agreement with the Participant or, if no such agreement exists or if such agreement does not define "Good Reason," "Good Reason" and any provision of this Plan that refers to "Good Reason" shall not be applicable to such Participant.

(aa) "Incentive Compensation" shall be deemed to be, following any Initial Public Offering, any compensation (including any Award or any other short-term or long-term cash or equity incentive award or any other payment) that is granted, earned, or vested based wholly or in part upon the attainment of any financial reporting measure (i.e., any measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measures, including stock price and total shareholder return). For avoidance of doubt, financial reporting measures include "non-GAAP financial measures" for purposes of Exchange Act Regulation G and 17 CFR 229.10, as well as other measures, metrics and ratios that are not non-GAAP measures, like same store sales. Financial reporting measures may or may not be included in a filing with the Securities and Exchange Commission, and may be presented outside the Company's financial statements, such as in Management's Discussion and Analysis of Financial Conditions and Results of Operations or the performance graph.

(bb) "Initial Public Offering" means an initial public offering of any class of any of the Company's equity securities and their listing and posting for trading on a recognized stock exchange or quotation system.

(cc) "ISO" means an Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.

(dd) "Nonqualified Stock Option" shall mean an Option that is not designated as an ISO.

(ee) "Option" means an option to purchase shares of Common Stock granted pursuant to Section 7 hereof. The term "Option" as used in the Plan includes the terms "Nonqualified Stock Option" and "ISO."

(ff) "Other Stock-Based Award" means a right or other interest granted pursuant to Section 10 hereof that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock, including, but not limited to, unrestricted Common Stock, dividend equivalents or performance units, each of which may be subject to the attainment of performance goals or a period of continued provision of service or employment or other terms or conditions as permitted under the Plan.

(gg) "Participant" means any Eligible Recipient selected by the Administrator, pursuant to the Administrator's authority provided for in Section 3 below, to receive grants of Awards, and, upon a Participant's death, the Participant's successors, heirs, executors and administrators, as the case may be.

(hh) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof.

(ii) "Plan" means this 2026 Omnibus Equity Incentive Plan.

(jj) "Prior Plan" means the Company's Amended and Restated Restricted Stock Plan dated December 15, 2009, as amended and restated effective September 21, 2021, as in effect immediately prior to the Effective Date.

(kk) "Prior Plan Award" means an award outstanding under the Prior Plan as of the Effective Date hereof.

(ll) "Related Rights" has the meaning set forth in Section 8.

(mm) "Restricted Period" has the meaning set forth in Section 9.

(nn) "Restricted Stock" means Common Stock granted pursuant to Section 9 below subject to certain restrictions that lapse at the end of a specified period (or periods) of time and/or upon attainment of specified performance objectives.

(oo) "Restricted Stock Unit" means the right granted pursuant to Section 9 hereof to receive Common Stock at the end of a specified restricted period (or periods) of time and/or upon attainment of specified performance objectives.

(pp) "Rule 16b-3" has the meaning set forth in Section 3.

(qq) "Stock Appreciation Right" means a right granted pursuant to Section 8 hereof to receive an amount equal to the excess, if any, of (i) the aggregate Fair Market Value, as of the date such Award or portion thereof is surrendered, of the Common Stock covered by such Award or such portion thereof, over (ii) the aggregate Exercise Price of such Award or such portion thereof.

(rr) "Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a sole general partner interest or managing member or similar interest of such other Person.

(ss) "Transfer" has the meaning set forth in Section 15.

Section 3. **Administration.**

(a) The Plan shall be administered by the Administrator and, following an Initial Public Offering, shall be administered, to the extent applicable, in accordance with Rule 16b-3 under the Exchange Act ("Rule 16b-3").

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

(1) to select those Eligible Recipients who shall be Participants;

(2) to determine whether and to what extent Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Other Stock-Based Awards or a combination of any of the foregoing, are to be granted hereunder to Participants;

(3) to determine the number of shares of Common Stock to be covered by each Award granted hereunder;

(4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including, but not limited to, (i) the restrictions applicable to Restricted Stock or Restricted Stock Units and the conditions under which restrictions applicable to such Restricted Stock or Restricted Stock Units shall lapse, (ii) the performance goals and periods applicable to

Awards, (iii) the Exercise Price of each Option and each Stock Appreciation Right or the purchase price of any other Award, (iv) the vesting schedule and terms applicable to each Award; (v) the number of shares of Common Stock or amount of cash or other property subject to each Award and (vi) subject to the requirements of Section 409A of the Code (to the extent applicable) any amendments to the terms and conditions of outstanding Awards, including, but not limited to, extending the exercise period of such Awards and accelerating the payment schedules of such Awards and/or, to the extent specifically permitted under the Plan, accelerating the vesting schedules of such Awards);

(5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Awards;

(6) to determine the Fair Market Value in accordance with the terms of the Plan;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's service or employment for purposes of Awards granted under the Plan;

(8) to adopt, alter and repeal such administrative rules, regulations, guidelines and practices governing the Plan as it shall from time to time deem advisable;

(9) to construe and interpret the terms and provisions of, and supply or correct omissions in, the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan; and

(10) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of satisfying applicable non-United States laws or for qualifying for favorable tax treatment under applicable non-United States laws, which rules and regulations may be set forth in an appendix or appendixes to the Plan.

(c) Following an Initial Public Offering, subject to Section 5, neither the Board nor the Committee shall have the authority to reprice or cancel and regrant any Award at a lower exercise, base or purchase price or cancel any Award with an exercise, base or purchase price in exchange for cash, property or other Awards without first obtaining the approval of the Company's shareholders.

(d) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all Persons, including the Company and the Participants.

(e) The expenses of administering the Plan (which for the avoidance of doubt does not include the costs of any Participant) shall be borne by the Company and its Affiliates.

(f) If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee. Except as otherwise provided in the Articles of Incorporation or Bylaws of the Company, any action of the Committee with respect to the administration of the Plan shall be taken by a majority vote at a meeting at which a quorum is duly constituted or unanimous written consent of the Committee's members.

Section 4. **Common Stock Reserved for Issuance Under the Plan.**

(a) Subject to Section 5 hereof, the number of shares of Common Stock that are reserved and available for issuance pursuant to Awards granted under the Plan shall be equal to 2,250,000 shares of Common Stock, *provided,* that shares of Common Stock issued under the Plan with respect to an Exempt Award shall not count against such share limit. Following the Effective Date, no further awards shall be issued under the Prior Plan, but all Prior Plan Awards which are outstanding as of the Effective Date shall continue to be governed by the terms, conditions and procedures set forth in the Prior Plan and any applicable Award Agreement.

(b) Common Stock issued under the Plan may, in whole or in part, be authorized but unissued Common Stock or Common Stock that shall have been or may be reacquired by the Company in the open market, in private transactions or otherwise. If an Award entitles the Participant to receive or purchase Common Stock, the number of shares of Common Stock covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of shares of Common Stock available for granting Awards under the Plan. If any Award expires, lapses or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of Common Stock subject to such Award being repurchased by the Company at or below the original issuance price), in any case in a manner that results in any shares of Common Stock covered by such Award not being issued or being so reacquired by the Company, the unused shares of Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Further, shares of Common Stock reacquired by the Company on the open market or otherwise using cash proceeds from the exercise of Options; and (ii) shares of Common Stock surrendered or withheld as payment of either the Exercise Price of an Award (including shares of Common Stock otherwise underlying a Stock Appreciation Right that are retained by the Company to account for the Exercise Price of such Stock Appreciation Right) and/or withholding taxes in respect of an Award shall no longer be available for grant under the Plan. In addition, (i) to the extent an Award is denominated in Common Stock, but paid or settled in cash, the number of shares of Common Stock with respect to which such payment or settlement is made shall again be available for grants of Awards pursuant to the Plan and (ii) Common Stock underlying Awards that can only be settled in cash shall not be counted against the aggregate number of shares of Common Stock available for Awards under the Plan. Upon the exercise of any Award granted in tandem with any other Awards, such related Awards shall be cancelled to the extent of the number of shares of Common Stock as to which the Award is exercised and, notwithstanding the foregoing, such number of shares of Common Stock shall no longer be available for grant under the Plan.

(c) No more than 2,250,000 shares of Common Stock shall be issued pursuant to the exercise of ISOs.

Section 5. **Equitable Adjustments.**

In the event of any Change in Capitalization, an equitable substitution or proportionate adjustment shall be made in (i) the aggregate number and kind of securities reserved for issuance under the Plan pursuant to Section 4, (ii) the kind, number of securities subject to, and the Exercise Price subject to outstanding Options and Stock Appreciation Rights granted under the Plan, (iii) the kind, number and purchase price of shares of Common Stock or other securities or the amount of cash or amount or type of other property subject to outstanding Restricted Stock, Restricted Stock Units or Other Stock-Based Awards granted under the Plan; and/or (iv) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); *provided, however*, that any fractional shares resulting from the adjustment shall be eliminated. Such other equitable substitutions or adjustments shall be made as may be determined by the Administrator, in its sole discretion. Without limiting the generality of the foregoing, in connection with a Change in Capitalization, the Administrator may provide, in its sole discretion, but subject in all events to the requirements of Section 409A of the Code, for the cancellation of any outstanding Award granted hereunder in exchange for payment in cash or other property having an aggregate Fair Market Value equal to the Fair Market Value of the Common Stock, cash or other property covered by such Award, reduced by the aggregate Exercise Price or purchase price thereof, if any; *provided, however*, that if the Exercise Price or purchase price of any outstanding Award is equal to or greater than the Fair Market Value of the shares of Common Stock, cash or other property covered by such Award, the Administrator may cancel such Award without the payment of any consideration to the Participant. Further, without limiting the generality of the foregoing, with respect to Awards subject to foreign laws, adjustments made hereunder shall be made in compliance with applicable requirements. Except to the extent determined by the Administrator, any adjustments to ISOs under this Section 5 shall be made only to the extent not constituting a “modification” within the meaning of Section 424(h)(3) of the Code. The Administrator’s determinations pursuant to this Section 5 shall be final, binding and conclusive.

Section 6. **Eligibility.**

The Participants in the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals that qualify as Eligible Recipients.

Section 7. **Options.**

(a) General. Options granted under the Plan shall be designated as Nonqualified Stock Options or ISOs. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the Exercise Price of the Option, the term of the Option and provisions regarding exercisability of the Option, and whether the Option is intended to be an ISO or a Nonqualified Stock Option (and in the event the Award Agreement has no such designation, the Option shall be a Nonqualified Stock Option). The provisions of each Option need not be the same with respect to each Participant. More than one Option may be granted to the same Participant and be outstanding concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement.

(b) Exercise Price. The Exercise Price of shares of Common Stock purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant, but in no event shall the exercise price of an Option be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of grant.

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, but no Option shall be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement. Notwithstanding the foregoing, subject to Section 4(d) of the Plan, the Administrator shall have the authority to accelerate the exercisability of any outstanding Option at such time and under such circumstances as the Administrator, in its sole discretion, deems appropriate.

(d) Exercisability. Each Option shall be subject to vesting or becoming exercisable at such time or times and subject to such terms and conditions, including the attainment of performance goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments, and the Administrator may waive such installment exercise provisions at any time, in whole or in part, based on such factors as the Administrator may determine in its sole discretion.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole shares of Common Stock to be purchased, accompanied by payment in full of the aggregate Exercise Price of the shares of Common Stock so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of shares of Common Stock otherwise issuable upon exercise), (ii) in the form of unrestricted shares of Common Stock already owned by the Participant which have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the shares of Common Stock as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by Applicable Laws or (iv) any combination of the foregoing.

(f) ISOs. The terms and conditions of ISOs granted hereunder shall be subject to the provisions of Section 422 of the Code and the terms, conditions, limitations and administrative procedures established by the Administrator from time to time in accordance with the Plan. At the discretion of the Administrator, ISOs may be granted only to an employee of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company.

(1) *ISO Grants to 10% Shareholders*. Notwithstanding anything to the contrary in the Plan, if an ISO is granted to a Participant who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company, its "parent corporation" (as such term is defined in Section 424(e) of the Code) or a Subsidiary of the Company, the term of the ISO shall not exceed five (5) years from the time of grant of such ISO and the Exercise Price shall be at least one hundred and ten percent (110%) of the Fair Market Value of the shares of Common Stock on the date of grant.

(2) *$100,000 Per Year Limitation For ISOs*. To the extent the aggregate Fair Market Value (determined on the date of grant) of the Common Stock for which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) exceeds $100,000, such excess ISOs shall be treated as Nonqualified Stock Options.

(3) *Disqualifying Dispositions*. Each Participant awarded an ISO under the Plan shall notify the Company in writing immediately after the date the Participant makes a "disqualifying disposition" of any Common Stock acquired pursuant to the exercise of such ISO. A "disqualifying disposition" is any disposition (including any sale) of such Common Stock before the later of (i) two years after the date of grant of the ISO and (ii) one year after the date the Participant acquired the Common Stock by exercising the ISO. The Company may, if determined by the Administrator and in accordance with procedures established by it, retain possession of any Common Stock acquired pursuant to the exercise of an ISO as agent for the applicable Participant until the end of the period described in the preceding sentence, subject to complying with any instructions from such Participant as to the sale of such Common Stock.

(g) <u>Rights as Shareholder</u>. A Participant shall have no rights to dividends, dividend equivalents or distributions or any other rights of a shareholder with respect to the Common Stock subject to an Option until the Participant has given written notice of the exercise thereof, and has paid in full for such Common Stock and has satisfied the requirements of Section 15 hereof.

(h) <u>Termination of Employment or Service</u>. Treatment of an Option upon termination of employment of a Participant shall be provided for by the Administrator in the Award Agreement.

(i) <u>Other Change in Employment or Service Status</u>. An Option shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment status or service status of a Participant, in the discretion of the Administrator.

Section 8. **Stock Appreciation Rights.**

(a) <u>General</u>. Stock Appreciation Rights may be granted either alone ("<u>Free Standing Rights</u>") or in conjunction with all or part of any Option granted under the Plan ("<u>Related Rights</u>"). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, grants of Stock Appreciation Rights shall be made. Each Participant who is granted a Stock Appreciation Right shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the number of shares of Common Stock to be awarded, the Exercise Price per share of Common Stock, and all other conditions of Stock Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more shares of Common Stock than are subject to the Option to which it relates. The provisions of Stock Appreciation Rights need not be the same with respect to each Participant. Stock Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) <u>Awards; Rights as Shareholder</u>. A Participant shall have no rights to dividends or any other rights of a shareholder with respect to the shares of Common Stock, if any, subject to a Stock Appreciation Right until the Participant has given written notice of the exercise thereof and has satisfied the requirements of Section 15 hereof.

(c) Exercise Price. The Exercise Price of shares of Common Stock purchasable under a Stock Appreciation Right shall be determined by the Administrator in its sole discretion at the time of grant, but in no event shall the exercise price of a Stock Appreciation Right be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date of grant.

(d) Exercisability.

(1) Stock Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) Stock Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8 of the Plan.

(e) Payment Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of shares of Common Stock equal in value to the excess of the Fair Market Value as of the date of exercise over the Exercise Price per share specified in the Free Standing Right multiplied by the number of shares of Common Stock in respect of which the Free Standing Right is being exercised.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of shares of Common Stock equal in value to the excess of the Fair Market Value as of the date of exercise over the Exercise Price specified in the related Option multiplied by the number of shares of Common Stock in respect of which the Related Right is being exercised. Options which have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Stock Appreciation Right in cash (or in any combination of shares of Common Stock and cash).

(f) Termination of Employment or Service. Treatment of a Stock Appreciation Right upon termination of employment of a Participant shall be provided for by the Administrator in the Award Agreement.

(g) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, but no Free Standing Right shall be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, but no Related Right shall be exercisable more than ten (10) years after the date such right is granted.

(h) Other Change in Employment or Service Status. Stock Appreciation Rights shall be affected, both with regard to vesting schedule and termination, by leaves of absence, including unpaid and un-protected leaves of absence, changes from full-time to part-time employment, partial Disability or other changes in the employment or service status of a Participant, in the discretion of the Administrator.

Section 9. **Restricted Stock and Restricted Stock Units.**

(a) General. Restricted Stock or Restricted Stock Units may be issued under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Stock or Restricted Stock Units shall be made. Each Participant who is granted Restricted Stock or Restricted Stock Units shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the number of shares of Common Stock to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Stock or Restricted Stock Units; the period of time restrictions, performance goals or other conditions that apply to transferability, delivery or vesting of such Awards (the "Restricted Period"); and all other conditions applicable to the Restricted Stock and Restricted Stock Units. If the restrictions, performance goals or conditions established by the Administrator are not attained, a Participant shall forfeit his or her Restricted Stock or Restricted Stock Units, in accordance with the terms of the grant. The provisions of the Restricted Stock or Restricted Stock Units need not be the same with respect to each Participant.

(b) Awards and Certificates. Except as otherwise provided below in Section 9(c), (i) each Participant who is granted an Award of Restricted Stock may, in the Company's sole discretion, be issued a share certificate in respect of such Restricted Stock; and (ii) any such certificate so issued shall be registered in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to any such Award. The Company may require that the share certificates, if any, evidencing Restricted Stock granted hereunder be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any Award of Restricted Stock, the Participant shall have delivered a share transfer form, endorsed in blank, relating to the shares of Common Stock covered by such Award. Certificates for unrestricted Common Stock may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in such Restricted Stock Award. With respect to Restricted Stock Units to be settled in Common Stock, at the expiration of the Restricted Period, share certificates in respect of Common Stock underlying such Restricted Stock Units may, in the Company's sole discretion, be delivered to the Participant, or Participant's legal representative, in a number equal to the number of shares of Common Stock underlying the Restricted Stock Units Award. Notwithstanding anything in the Plan to the contrary, any Restricted Stock or Restricted Stock Units to be settled in Common Stock (at the expiration of the Restricted Period, and whether before or after any vesting conditions have been satisfied) may, in the Company's sole discretion, be issued in uncertificated form. Further, notwithstanding anything in the Plan to the contrary, with respect to Restricted Stock Units, at the expiration of the Restricted Period, Common Stock, or cash, as applicable, shall promptly be issued (either in certificated or uncertificated form) to the Participant, unless otherwise deferred in accordance with procedures established by the Company in accordance with Section 409A of the Code, and such issuance or payment shall in any event be made within such period as is required to avoid the imposition of a tax under Section 409A of the Code.

(c) Restrictions and Conditions. The Restricted Stock or Restricted Stock Units granted pursuant to this Section 9 shall be subject to the following restrictions and conditions and any additional restrictions or conditions as determined by the Administrator at the time of grant or, subject to Section 409A of the Code where applicable, thereafter:

(1) The Administrator may, in its sole discretion, provide for the lapse of restrictions in installments and may accelerate or waive such restrictions in whole or in part based on such factors and such circumstances as the Administrator may determine, in its sole discretion, including, but not limited to, the attainment of certain performance goals, the Participant's termination of employment or service with the Company or any Affiliate thereof, or the Participant's death or Disability. Notwithstanding the foregoing, upon a Change in Control, the outstanding Awards shall be subject to Section 11 hereof.

(2) Except as provided in the applicable Award Agreement, the Participant shall generally have the rights of a shareholder of the Company with respect to Restricted Stock during the Restricted Period. For avoidance of doubt, all dividends declared during the Restricted Period with respect to an Award of Restricted Stock, shall be payable to the Participant when declared and payable to the shareholders of the Company. Except as provided in the applicable Award Agreement, the Participant shall generally not have the rights of a shareholder with respect to Common Stock subject to Restricted Stock

Units during the Restricted Period. Certificates for unrestricted Common Stock may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in respect of such Restricted Stock or Restricted Stock Units, except as the Administrator, in its sole discretion, shall otherwise determine.

(3) The rights of Participants granted Restricted Stock or Restricted Stock Units upon termination of employment or service as a director or independent contractor to the Company or to any Affiliate thereof terminates for any reason during the Restricted Period shall be set forth in the Award Agreement.

(d) Form of Settlement. The Administrator reserves the right in its sole discretion to provide (either at or after the grant thereof) that any Restricted Stock Unit represents the right to receive the amount of cash per unit that is determined by the Administrator in connection with the Award.

Section 10. **Other Stock-Based Awards.**

Other Stock-Based Awards may be issued under the Plan. Subject to the provisions of the Plan, the Administrator shall have sole and complete authority to determine the individuals to whom and the time or times at which such Other Stock-Based Awards shall be granted. Each Participant who is granted an Other Stock-Based Award shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, including, among other things, the number of shares of Common Stock to be granted pursuant to such Other Stock-Based Awards, or the manner in which such Other Stock-Based Awards shall be settled (e.g., in shares of Common Stock, cash or other property), or the conditions to the vesting and/or payment or settlement of such Other Stock-Based Awards (which may include, but not be limited to, achievement of performance criteria) and all other terms and conditions of such Other Stock-Based Awards. In the event that the Administrator grants a bonus in the form of Common Stock, the Common Stock constituting such bonus shall, as determined by the Administrator, be evidenced in uncertificated form or by a book entry record or a certificate issued in the name of the Participant to whom such grant was made and delivered to such Participant as soon as practicable after the date on which such bonus is payable. Notwithstanding anything set forth in the Plan to the contrary, any dividend or dividend equivalent Award issued hereunder shall be subject to the same restrictions, conditions and risks of forfeiture as apply to the underlying Award.

Section 11. **Change in Control.**

Unless otherwise determined by the Administrator and evidenced in an Award Agreement, in the event that (a) a Change in Control occurs, and (b) the Participant is employed by, or otherwise providing services to, the Company or any of its Affiliates immediately prior to the consummation of such Change in Control then upon the consummation of such Change in Control, the Administrator, in its sole and absolute discretion, may:

(a) provide that any unvested or unexercisable portion of any Award carrying a right to exercise to become fully vested and exercisable; and

(b) cause the restrictions, deferral limitations, payment conditions and forfeiture conditions applicable to an Award granted under the Plan to lapse and such Awards shall be deemed fully vested and any performance conditions imposed with respect to such Awards shall be deemed to be fully achieved at target performance levels.

If the Administrator determines in its discretion pursuant to Section 3(b)(4) hereof to accelerate the vesting of Options and/or Share Appreciation Rights in connection with a Change in Control, the Administrator shall also have discretion in connection with such action to provide that all Options and/or Stock Appreciation Rights outstanding immediately prior to such Change in Control shall expire on the effective date of such Change in Control.

Section 12. **Amendment and Termination.**

The Board may amend, alter or terminate the Plan at any time, but no amendment, alteration or termination shall be made that would impair the rights of a Participant under any Award theretofore granted without such Participant's consent. The Board shall obtain approval of the Company's shareholders for any amendment that would require such approval in order to satisfy the requirements of any rules of the stock exchange on which the Common Stock is traded or other Applicable Law. Subject to Section 3(c), the Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Section 5 of the Plan and the immediately preceding sentence, no such amendment shall materially impair the rights of any Participant without his or her consent.

Section 13. **Unfunded Status of Plan.**

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

Section 14. **Withholding Taxes.**

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of an amount up to the maximum statutory tax rates in the Participant's applicable jurisdiction with respect to the Award, as determined by the Company. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by Applicable Laws, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto. Whenever shares of Common Stock or property other than cash are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy any related taxes to be withheld and applied to the tax obligations; *provided,* that with the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from delivery of Common Stock or other property, as applicable, or (ii) delivering already owned unrestricted shares of Common Stock, in each case, having a value not exceeding the applicable taxes to be withheld and applied to the tax obligations. Such already owned and unrestricted shares of Common Stock shall be valued at their Fair Market Value on the date on which the amount of tax to be withheld is determined and any fractional share amounts resulting therefrom shall be settled in cash. Such an election may be made with respect to all or any portion of the Common Stock to be delivered pursuant to an Award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by Applicable Laws, to satisfy its withholding obligation with respect to any Award.

Section 15. **Transfer of Awards.**

Until such time as the Awards are fully vested and/or exercisable in accordance with the Plan or an Award Agreement, no purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a "Transfer") by any holder thereof in violation of the provisions of the Plan or an Award Agreement will be valid, except with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator. Any purported Transfer of an Award or any economic benefit or interest therein in violation of the Plan or an Award Agreement shall be null and void *ab initio* and shall not create any obligation or liability of the Company, and any Person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of the Plan or an Award Agreement shall not be entitled to be recognized as a holder of such Common Stock or other property underlying such Award. Unless otherwise determined by the Administrator in accordance with the provisions of the immediately preceding sentence, an Option or a Stock Appreciation Right may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal Disability, by the Participant's guardian or legal representative.

Section 16. **Continued Employment or Service.**

Neither the adoption of the Plan nor the grant of an Award shall confer upon any Eligible Recipient any right to continued employment or service with the Company or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time.

Section 17. **Effective Date.**

The Plan was approved by the Board on February 18, 2026, and shall be adopted and become effective on the date that it is approved by the Company's shareholders (the "Effective Date").

Section 18. **Electronic Signature.**

Participant's electronic signature of an Award Agreement shall have the same validity and effect as a signature affixed by hand.

Section 19. **Term of Plan.**

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

Section 20. **Securities Matters and Regulations.**

(a) Notwithstanding anything herein to the contrary, the obligation of the Company to sell or deliver Common Stock with respect to any Award granted under the Plan shall be subject to all Applicable Laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Administrator. The Administrator may require, as a condition of the issuance and delivery of certificates evidencing shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such agreements and representations, and that such certificates bear such legends, as the Administrator, in its sole discretion, deems necessary or advisable.

(b) Following an Initial Public Offering, each Award is subject to the requirement that, if at any time the Administrator determines that the listing, registration or qualification of Common Stock is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Award or the issuance of Common Stock, no such Award shall be granted or payment made or Common Stock issued, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Administrator.

(c) Following an Initial Public Offering, in the event that the disposition of Common Stock acquired pursuant to the Plan is not covered by a then current registration statement under the Exchange Act and is not otherwise exempt from such registration, such Common Stock shall be restricted against transfer to the extent required by the Exchange Act or regulations thereunder, and the Administrator may require a Participant receiving Common Stock pursuant to the Plan, as a condition precedent to receipt of such Common Stock, to represent to the Company in writing that the Common Stock acquired by such Participant is acquired for investment only and not with a view to distribution.

(d) Prior to an Initial Public Offering, as a condition to the delivery of any shares of Common Stock pursuant to an Award, the Administrator may require, and the transferee shall agree, that the transferee execute and become bound by any then-existing stockholders' agreement (or similar agreements). No purported Transfer of shares of Common Stock issued with respect to any Award by any holder thereof will be valid, except with the prior written consent of the Administrator which consent may be granted or withheld in the sole discretion of the Administrator.

Section 21. **Section 409A of the Code.**

The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Participant shall not be considered to have terminated employment or service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Company and its Affiliates within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless Applicable Law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Company or any of its Affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such Awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. The Company makes no representation that any or all of the payments or benefits described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

Section 22. **Notification of Election Under Section 83(b) of the Code.**

If any Participant shall, in connection with the acquisition of shares of Common Stock under the Plan, make the election permitted under Section 83(b) of the Code, such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service.

Section 23. **No Fractional Shares.**

No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan. The Administrator shall determine whether cash, other Awards, or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

Section 24. **Beneficiary.**

A Participant may file with the Administrator a written designation of a beneficiary on such form as may be prescribed by the Administrator and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

Section 25. **Paperless Administration.**

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

Section 26. **Severability.**

If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

Section 27. **Clawback.**

(a) Notwithstanding anything herein to the contrary, this Section 27 shall only apply following an Initial Public Offering.

(b) If the Company is required to prepare an accounting restatement of its financial statements due to the Company's material noncompliance (whether one occurrence or a series of occurrences of noncompliance) with any financial reporting requirement under the securities laws (including if the Company is required to prepare an accounting restatement to correct an error (or a series of errors)) (a "Covered Accounting Restatement"), and if such Covered Accounting Restatement includes (i) restatements that correct errors that are material to previously issued financial statements (commonly referred to as "Big R" restatements), and (ii) restatements that correct errors that are not material to previously issued financial statements, but would result in a material misstatement if (a) the errors were left uncorrected in the current report, or (b) the error correction was recognized in the current period (commonly referred to as "little r" restatements), then the Committee may require any Covered Executive to repay (in which event, such Covered Executive shall, within thirty (30) days of the notice by the Company, repay to the Company) or forfeit (in which case, such Covered Executive shall immediately forfeit to the Company) to the Company, and each Covered Executive hereby agrees to so repay or forfeit, that portion of the Incentive Compensation received by such Covered Executive during the period comprised of the Company's three (3) completed fiscal years (together with any intermittent stub fiscal year period(s) of less than nine (9) months resulting from Company's transition to different fiscal year measurement dates) immediately preceding the date the Company is deemed (as described below) to be required to prepare a Covered Accounting Restatement (such period, the "Look-Back Period"), that the Committee determines was in excess of the amount of Incentive Compensation that such Covered Executive would have received during such Look-Back Period, had such Incentive Compensation been calculated based on the restated amounts, and irrespective of any fault, misconduct or responsibility of such Covered Executive for the Covered Accounting Restatement. It is specifically understood that, to the extent that the impact of the Covered Accounting Restatement on the amount of Incentive Compensation received cannot be calculated directly from the information therein (e.g., if such restatement's impact on the Company's stock price is not clear), such excess amount of Incentive Compensation shall be determined based on a reasonable estimate by the Committee of the effect of the Covered Accounting Restatement on the applicable financial measure (including the stock price or total shareholder return) based upon which the Incentive Compensation was received. The amount of the Incentive Compensation to be recouped shall be determined by the Committee in its sole and absolute discretion and calculated on a pre-tax basis, and the form of such recoupment of Incentive Compensation may be made, in the Committee's sole and absolute discretion, through the forfeiture or cancellation of vested or unvested Awards, cash repayment or both. Incentive Compensation shall be deemed received, either wholly or in part, in the fiscal year during which the financial reporting measure specified in such Incentive Compensation Award is attained (or with respect to, or based on, the achievement of any financial reporting measure which such Incentive Compensation was granted, earned or vested, as applicable), even if the payment, vesting or grant of such Incentive Compensation occurs after the end of such fiscal year. For purposes of this Section 27, the Company is deemed to be required to prepare a Covered Accounting Restatement on the earlier of (A) the date upon which the Board or an applicable committee thereof, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Covered Accounting Restatement; or (B) the date a court, regulator, or other legally authorized body directs the Company to prepare a Covered Accounting Restatement.

(c) Notwithstanding any other provisions in this Plan, any Award or any other compensation received by a Participant which is subject to recovery under any Applicable Laws, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such Applicable Law, government regulation or stock exchange listing requirement), will be subject to such deductions and clawback as may be required to be made pursuant to such Applicable Law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement on or following the Effective Date).

Section 28. **Governing Law.**

The Plan shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to principles of conflicts of law of such state.

Section 29. **Indemnification.**

To the extent allowable pursuant to Applicable Law, each member of the Board and the Administrator and any officer or other employee to whom authority to administer any component of the Plan is designated shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; *provided, however*, that he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such individuals may be entitled pursuant to the Company's Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

Section 30. **Titles and Headings, References to Sections of the Code or Exchange Act.**

The titles and headings of the sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code or the Exchange Act shall include any amendment or successor thereto.

Section 31. **Successors.**

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

Section 32. **Relationship to other Benefits.**

No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare, or other benefit plan of the Company or any Affiliate except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

Exhibit 10.13

Form of Director and Officer Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Indemnification Agreement, dated as of [•], is made by and between River City Bank, a California banking corporation (the "*Bank*"), and [•] (the "*Indemnitee*").

WHEREAS, it is essential to the Bank to retain and attract as directors, officers and employees the most capable persons available;

WHEREAS, the Indemnitee is an director, officer, employee or otherwise serves as an "agent" (as such term is defined in Section 317 of the California Corporations Code) of the Bank;

WHEREAS, the Bank and the Indemnitee recognize the increased risk of litigation and other claims being asserted against directors, officers and employees of companies;

WHEREAS, Section 317 of the California Corporations Code, the Bank's Articles of Incorporation ("*Articles of Incorporation*") and the Bank's Bylaws ("*Bylaws*") authorize the Bank to indemnify and advance expenses to its directors, officers and employees to the extent provided therein, and the Indemnitee serves as a director, officer and/or employee of the Bank, in part, in reliance on such provisions;

WHEREAS, the Bank has determined that its inability to retain and attract as directors, officers and employees the most capable persons would be detrimental to the interests of the Bank, and that the Bank therefore should seek to assure such persons that indemnification and insurance coverage will be available in the future; and

WHEREAS, in recognition of the Indemnitee's need for substantial protection against personal liability in order to enhance the Indemnitee's continued service to the Bank in an effective manner and the Indemnitee's reliance on the Bank's Articles of Incorporation and Bylaws, the Bank wishes to provide in this Agreement for the indemnification of and the advancing of expenses to the Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and, to the extent insurance is maintained, for the continued coverage of the Indemnitee under the directors' and officers' liability insurance policy of the Bank.

NOW, THEREFORE, in consideration of the premises and of the Indemnitee continuing to serve the Bank directly or, on its behalf or at its request, as an officer, director, manager, member, partner, fiduciary or trustee of, or in a similar capacity with, another Person (as defined below) or any employee benefit plan, and intending to be legally bound hereby, the parties hereto agree as follows:

1. <u>Certain Definitions</u>. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

(a) *"Agreement*" means this Indemnification Agreement, as amended from time to time hereafter.

(b) *"Board of Directors"* means the Board of Directors of the Bank.

(c) *"Claim"* means any threatened, asserted, pending or completed civil, criminal, administrative, investigative or other action, suit or proceeding of any kind whatsoever, including any arbitration or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether instituted by the Bank, any governmental agency or any other party, that the Indemnitee in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, administrative, investigative or other, including any arbitration or other alternative dispute resolution mechanism.

(d) *"Indemnifiable Expenses"* means (i) all expenses and liabilities, including judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Bank, and counsel fees and disbursements (including, without limitation, experts' fees, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in, any Claim relating to any Indemnifiable Event by reason of the fact that Indemnitee is, was or has agreed to serve as a director, officer, employee or agent of the Bank, or while serving as a director, officer, employee or agent of the Bank, is or was serving or has agreed to serve on behalf of or at the request of the Bank as a director, officer, manager, member, partner, fiduciary, trustee or in a similar capacity of another Person, or by reason of any action alleged to have been taken or omitted in any such capacity, whether occurring before, on or after the date of this Agreement (any such event, an "*Indemnifiable Event*"), (ii) any liability pursuant to a loan guaranty (other than a loan guaranty given in a personal capacity) or otherwise, for any indebtedness of the Bank or any subsidiary of the Bank, including, without limitation, any indebtedness which the Bank or any subsidiary of the Bank has assumed or taken subject to, and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Bank (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the United States Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise).

(e) *"Indemnitee-Related Entities"* means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Bank or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise Indemnitee has agreed, on behalf of the Bank or at the Bank's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Bank may also have an indemnification or advancement obligation (other than as a result of obligations under an insurance policy).

(f) *"Jointly Indemnifiable Claim"* means any Claim for which the Indemnitee shall be entitled to indemnification from both an Indemnitee-Related Entity and the Bank pursuant to applicable law, any indemnification agreement or the articles of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Bank and an Indemnitee-Related Entity.

(g) *"Loss"* means all losses, Claims, damages, fines, or penalties, including, without limitation, any legal or other expenses (including, without limitation, any legal fees, judgments, fines, appeal bonds or related expenses) incurred in connection with defending, investigating or settling any Claim, fine, penalty or similar action.

(h) *"Person"* means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

2. Basic Indemnification Arrangement; Advancement of Indemnifiable Expenses.

(a) In the event that the Indemnitee was, is or becomes subject to, a party to or witness or other participant in, or is threatened to be made subject to, a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Bank shall indemnify the Indemnitee, or cause such Indemnitee to be indemnified, to the fullest extent permitted by the laws of the State of California in effect on the date hereof and as amended from time to time, and shall hold the Indemnitee harmless from and against all Losses that arise by reason of (or arising in part out of) an Indemnifiable Event; *provided, however,* that no change in the laws of the State of California shall have the effect of reducing the benefits available to the Indemnitee hereunder based on the laws of the State of California as in effect on the date hereof or as such benefits may improve as a result of amendments after the date hereof. The rights of the Indemnitee provided in this Section 2 shall include, without limitation, the rights set forth in the other sections of this Agreement. Payments of Indemnifiable Expenses shall be made as soon as practicable but in any event no later than twenty (20) calendar days after written demand is presented to the Bank, against any and all Indemnifiable Expenses.

(b) Upon request by the Indemnitee, the Bank shall advance, or cause to be advanced, any and all Indemnifiable Expenses incurred by the Indemnitee (an "Expense Advance") on the terms and subject to the conditions of this Agreement, as soon as practicable but in any event no later than twenty (20) calendar days after written demand, together with supporting documentation, is presented to the Bank. The Bank shall, in accordance with such request (but without duplication), either (i) pay, or cause to be paid, such Indemnifiable Expenses on behalf of the Indemnitee, or (ii) reimburse, or cause the reimbursement of, the Indemnitee for such Indemnifiable Expenses. The Indemnitee's right to an Expense Advance is absolute and shall not be subject to any condition that the Board of Directors shall not have determined that the Indemnitee is not entitled to be indemnified under applicable law. However, the obligation of the Bank to make an Expense Advance pursuant to this Section 2(b) shall be subject to the condition that, if, when and to the extent that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee is not entitled to be so indemnified under applicable law, the Bank shall be entitled to be reimbursed by the Indemnitee (who hereby agrees to reimburse the Bank) for all such amounts theretofore paid (it being understood and agreed that the foregoing agreement by the Indemnitee shall be deemed to satisfy any requirement that the Indemnitee provide the Bank with an undertaking to repay any Expense Advance if it is ultimately determined that the Indemnitee is not entitled to indemnification under applicable law). The Indemnitee's undertaking to repay such Expense Advances shall be unsecured and interest-free.

(c) Notwithstanding anything in this Agreement to the contrary, the Indemnitee shall not be entitled to indemnification or advancement of Indemnifiable Expenses pursuant to this Agreement in connection with any Claim initiated by the Indemnitee unless (i) the Bank has joined in or the Board of Directors of the Bank has authorized or consented to the initiation of such Claim or (ii) the Claim is one to enforce the Indemnitee's rights under this Agreement (including an action pursued by the Indemnitee to secure a determination that the Indemnitee should be indemnified under applicable law).

(d) The indemnification obligations of the Bank under Section 2(a) shall be subject to the condition that the Board of Directors shall not have determined (by majority vote of directors who are not parties to the applicable Claim) that the indemnification of the Indemnitee is not proper in the circumstances because the Indemnitee is not entitled to be indemnified under applicable law. If the Board of Directors determines that the Indemnitee is not entitled to be indemnified in whole or in part under applicable law, the Indemnitee shall have the right to commence litigation in any court in the State of California having subject matter jurisdiction thereof and in which venue is proper, seeking an initial determination by the court or challenging any such determination by the Board of Directors or any aspect thereof, including the legal or factual bases therefor, and the Bank hereby consents to service of process and to appear in any such proceeding. If the Indemnitee commences legal proceedings in a court of competent jurisdiction to secure a determination that the Indemnitee should be indemnified under applicable law, any determination made by the Board of Directors that the Indemnitee is not entitled to be indemnified under applicable law shall not be binding, the Indemnitee shall continue to be entitled to receive Expense Advances, and the Indemnitee shall not be required to reimburse the Bank for any Expense Advance, until a final judicial determination is made in the Claim (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee is not entitled to be so indemnified under applicable law. Any determination by the Board of Directors otherwise shall be conclusive and binding on the Bank and the Indemnitee.

(e) To the extent that the Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, the Indemnitee shall be indemnified against all Indemnifiable

Expenses actually and reasonably incurred in connection therewith, notwithstanding an earlier determination by the Board of Directors that the Indemnitee is not entitled to indemnification under applicable law.

(f) Notwithstanding anything to the contrary herein, the Bank shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee for any acts or omissions or transactions from which a director, officer, employee or agent may not be relieved of liability under applicable law including, if applicable and without limitation, Indemnitee's purchase and sale of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

(g) Notwithstanding any other provisions contained herein, this Agreement and the rights and obligations of the parties hereto are subject to the requirements, limitations and prohibitions set forth in state and federal laws, rules, regulations, and orders regarding indemnification and prepayment of expenses, legal or otherwise, and liabilities, including, without limitation, Section 317 of the California Corporations Code, 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.

3. Indemnification for Additional Expenses. The Bank shall indemnify, or cause the indemnification of, the Indemnitee against any and all Indemnifiable Expenses and, if requested by the Indemnitee, shall advance such Indemnifiable Expenses to the Indemnitee subject to and in accordance with Section 2, which are incurred by the Indemnitee in connection with any action brought by the Indemnitee, the Bank or any other Person with respect to the Indemnitee's right to: (i) indemnification or an Expense Advance by the Bank under this Agreement or any provision of the Bank's Articles of Incorporation and/or Bylaws and/or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Bank, regardless of whether the Indemnitee ultimately is determined to be entitled to such indemnification, Expense Advance or insurance recovery, as the case may be; *provided* that the Indemnitee shall be required to reimburse such Indemnifiable Expenses in the event that a final judicial determination is made in the Claim (as to which all rights of appeal therefrom have been exhausted or lapsed) that such action brought by the Indemnitee, or the defense by the Indemnitee of an action brought by the Bank or any other Person, as applicable, was frivolous or in bad faith.

4. Partial Indemnity, Etc. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Bank for some or a portion of the Indemnifiable Expenses in respect of a Claim but not, however, for all of the total amount thereof, the Bank shall nevertheless indemnify the Indemnitee for the portion thereof to which the Indemnitee is entitled.

5. Burden of Proof. In connection with any determination by the Board of Directors, any court or otherwise as to whether the Indemnitee is entitled to be indemnified hereunder, the Board of Directors or court shall presume that the Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the

burden of proof shall be on the Bank or its representative to establish, by clear and convincing evidence, that the Indemnitee is not so entitled.

6. Reliance as Safe Harbor. The Indemnitee shall be entitled to indemnification for any action or omission to act undertaken (a) in good faith reliance upon the records of the Bank, including its financial statements, or upon information, opinions, reports or statements furnished to the Indemnitee by the officers or employees of the Bank or any of its subsidiaries in the course of their duties, or by committees of the Board of Directors, or by any other Person as to matters the Indemnitee reasonably believes are within such other Person's professional or expert competence, or (b) on behalf of the Bank in furtherance of the interests of the Bank in good faith in reliance upon, and in accordance with, the advice of legal counsel or accountants, *provided* such legal counsel or accountants were selected with reasonable care by or on behalf of the Bank. In addition, the knowledge and/or actions, or failures to act, of any other director, officer, agent or employee of the Bank shall not be imputed to the Indemnitee for purposes of determining the right to indemnity hereunder.

7. No Other Presumptions. For purposes of this Agreement, the termination of any Claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contender*e or its equivalent, shall not create a presumption that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Board of Directors to have made a determination as to whether the Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Board of Directors that the Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by the Indemnitee to secure a judicial determination that the Indemnitee should be indemnified under applicable law shall be a defense to the Indemnitee's claim or create a presumption that the Indemnitee has not met any particular standard of conduct or did not have any particular belief.

8. Nonexclusivity, Etc. The rights of the Indemnitee hereunder shall be in addition to any other rights the Indemnitee may have under the Bank's Articles of Incorporation and Bylaws, the laws of the State of California, or otherwise. To the extent that a change in the laws of the State of California or the interpretation thereof (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Bank's Articles of Incorporation and Bylaws, it is the intent of the parties hereto that the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the Bank's Articles of Incorporation or Bylaws, it is the intent of the parties hereto that the Indemnitee shall enjoy the greater benefits regardless of whether contained herein, in the Bank's Articles of Incorporation or Bylaws. No amendment or alteration of the Bank's Articles of Incorporation or Bylaws or any other agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

9. Liability Insurance. The Bank shall use its reasonable best efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best ratings of "A" or better, providing Indemnitee with coverage for any liability asserted against, or incurred by, Indemnitee or on Indemnitee's behalf by reason of the fact that Indemnitee is or was or has agreed to serve as a director, officer, employee or agent of the Bank, or while serving as a director, officer, employee or agent of the Bank, is or was serving or has agreed to serve on behalf of or at the request of the Bank as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or arising out of Indemnitee's status as such, whether or not the Bank would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement. Such insurance policies shall have coverage terms and policy limits at least as favorable to Indemnitee as the insurance coverage provided to any other director or officer of the Bank. If the Bank has such insurance in effect at the time the Bank receives from Indemnitee any notice of the commencement of an action, suit or proceeding, the Bank shall give prompt notice of the commencement of such action, suit or proceeding to the insurers in accordance with the procedures set forth in the policy. The Bank shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policy.

10. Amendments, Etc. 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 deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. In the event the Bank or any of its subsidiaries enters into an indemnification agreement with another director, officer, agent, fiduciary or manager of the Bank or any of its subsidiaries containing a term or terms more favorable to the indemnitee than the terms contained herein (as determined by the Indemnitee), the Indemnitee shall be afforded the benefit of such more favorable term or terms and such more favorable term or terms shall be deemed incorporated by reference herein as if set forth in full herein. As promptly as practicable following the execution by the Bank or the relevant subsidiary of each indemnity agreement with any such other director, officer or manager (i) the Bank shall send a copy of the indemnity agreement to the Indemnitee, and (ii) if requested by the Indemnitee, the Bank shall prepare, execute and deliver to the Indemnitee an amendment to this Agreement containing such more favorable term or terms. [The parties hereto agree that this Agreement amends and restates, and replaces in its entirety, that certain Indemnification Agreement dated as of [●], entered into by and between the Bank and the Indemnitee.]

11. Subrogation. Subject to Section 12, in the event of payment by the Bank under this Agreement, the Bank shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee with respect to any insurance policy. Indemnitee shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Bank effectively to bring suit to enforce such rights. The Bank

shall pay or reimburse all expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

12. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Indemnitee-Related Entities and the Bank and the service of the Indemnitee as a director and/or officer of the Bank at the request of the Indemnitee-Related Entities, the Bank acknowledges and agrees that the Bank shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification and advancement of Indemnifiable Expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery the Indemnitee may have from the Indemnitee-Related Entities. Under no circumstance shall the Bank be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of recovery the Indemnitee may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of the Indemnitee or the obligations of the Bank hereunder. In the event that any of the Indemnitee-Related Entities shall make any payment to the Indemnitee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, the Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Bank under the terms of this Agreement, and the Indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-Related Entities effectively to bring suit to enforce such rights. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 12, entitled to enforce this Section 12 against the Bank as though each such Indemnitee-Related Entity were a party to this Agreement.

13. No Duplication of Payments. Subject to Section 12 hereof, the Bank shall not be liable under this Agreement to make any payment in connection with any Claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, any provision of the Bank's Articles of Incorporation and Bylaws, or otherwise) of the amounts otherwise indemnifiable hereunder.

14. Defense of Claims. The Bank shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel reasonably satisfactory to the Indemnitee; provided that if the Indemnitee reasonably believes, after consultation with counsel selected by the Indemnitee, that (i) the use of counsel chosen by the Bank to represent the Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both (A) the Bank or any subsidiary of the Bank and (B) the Indemnitee, and the Indemnitee concludes that there may be one or more legal defenses available to Indemnitee that are different from or in addition to those available to the Bank or any subsidiary of the Bank or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then the Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular

Claim) at the Bank's expense. The Bank shall not be liable to the Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Bank's prior written consent. The Bank shall not, without the prior written consent of the Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of the Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Bank nor the Indemnitee shall unreasonably withhold its or Indemnitee's consent to any proposed settlement; provided that the Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of the Indemnitee. To the fullest extent permitted by California law, the Bank's assumption of the defense of a Claim pursuant to this Section 14 will constitute an irrevocable acknowledgement by the Bank that any Indemnifiable Expenses incurred by or for the account of Indemnitee incurred in connection therewith are indemnifiable by the Bank under Section 2 of this Agreement.

15. Binding Effect, Etc. 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 Bank), assigns, spouses, heirs, executors and personal and legal representatives. The Bank shall require and cause any successor(s) (whether directly or indirectly, whether in one or a series of transactions, and whether by purchase, merger, consolidation, or otherwise) to all or a significant portion of the business and/or assets of the Bank and/or its subsidiaries (on a consolidated basis), by written agreement in form and substance reasonably satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Bank would be required to perform if no such succession had taken place; *provided* that no such assumption shall relieve the Bank from its obligations hereunder and any obligations shall thereafter be joint and several. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as a director or officer of the Bank and/or on behalf of or at the request of the Bank as a director, officer, manager, member, partner, fiduciary, trustee or in a similar capacity of another Person. Except as provided in this Section 15, neither party shall, without the prior written consent of the other, assign or delegate this Agreement or any rights or obligations hereunder.

16. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

17. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the parties hereto, the Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, the Indemnitee shall be entitled, if the Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as the Indemnitee may elect to pursue.

18. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by electronic mail, nationally recognized overnight courier or personal delivery, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

(a) If to the Bank, to:

River City Bank
2480 Natomas Park Drive, Suite 150
Sacramento, California 95833
Attn: Steve Fleming, Chief Executive Officer
E-mail: sfleming@rivercitybank.com

(b) If to the Indemnitee, to the address set forth on the signature page hereto.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the above addresses or sent by electronic transmission, with confirmation received, to the email address specified above (or at such other address or email address for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

19. Counterparts. This Agreement may be executed in 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. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement. An electronic signature (i.e., via Dousign and similar solutions, by exchange of PDF documents, or by an electronic sound, symbol, or process attached or associated with a contract or record and executed or adopted by a person with the intent to sign a record) will be treated as a handwritten signature under federal and state law. Delivery of this Agreement via email or electronic or facsimile transmission shall be deemed equivalent to physical delivery of the Agreement.

20. 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.

21. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

[*SIGNATURE PAGE FOLLOWS*]

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

RIVER CITY BANK

By: ________________________________
Name: Stephen Fleming
Title: President and Chief Executive Officer

____
[•]

Name: ______________________________

Address:
____
____
____

E-mail: _____________________________

[Signature Page to Indemnification Agreement]