
FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C. 20429

Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 1, 2026

River City Bank

(Exact name of registrant as specified in its charter)

California
(State or other jurisdiction of
incorporation)

FDIC Certificate No.
18983

94-1562490
(I.R.S. Employer
Identification No.)

2480 Natomas Park Drive, Suite 150
Sacramento, California
(Address of principal offices)

95833
(Zip Code)

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

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, no par value	RCBC	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

☐

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

Effective October 1, 2026, River City Bank (“the Bank”) entered into new employment agreements (the “Employment Agreements”) with Stephen Fleming, President and Chief Executive Officer (“CEO”); Daniel Franklin, Executive Vice President (“EVP”), Director of Commercial Real Estate; Brian Killeen, EVP, Chief Financial Officer; and Patricia Lewis, EVP, Chief Operating Officer. The Employment Agreements are effective as of October 1, 2026, and replace the prior employment agreements with the Bank, as amended. Each of the Employment Agreements has a three-year term from October 1, 2026 through September 30, 2029, and the Employment Agreements have essentially the same provisions and terms as the prior employment agreements that were in effect through September 30, 2026.

Mr. Fleming’s new employment agreement provides for an initial base salary of \$889,000, subject to potential adjustment by the Board of Directors. Mr. Fleming may be terminated at any time with or without cause (as defined in the agreement). If Mr. Fleming is terminated without cause, he will be entitled to receive severance payment in an amount equal to 24 months of his base salary plus an amount equal to twice the average of his annual bonuses for the preceding three years. If within the two years following a change of control (as defined in the agreement) Mr. Fleming is terminated without cause, experiences a salary reduction of 10% or more (unless all the reduction is implemented for all similarly situated employees), there is a material diminution in his authority or duties, his principal place of work is relocated such that his regular one-way commute is more than 35 miles or there is a material breach of his employment agreement, then he would be entitled to receive a payment equal to the sum of three times his annual base salary and three times the average of his annual bonuses for the preceding three-year period and, in addition to such amount, reimbursement for COBRA for 24 months in an amount equal to 127% of his then current health insurance premiums. In addition, Mr. Fleming’s right to receive any severance is subject to him signing a general release in a form required by the Board of Directors and allowing it to become effective.

Mr. Franklin’s new employment agreement provides that Mr. Franklin’s initial annual base salary is \$310,500, subject to potential adjustment by the Board of Directors. Mr. Franklin may be terminated at any time with or without cause (as defined in the agreement). If Mr. Franklin is terminated without cause, he will be entitled to receive severance payment in an amount equal to one year of his base salary plus an amount equal to the average of his annual bonuses for the preceding three years. If within the two years following a change of control (as defined in the agreement) Mr. Franklin is terminated without cause, experiences a salary reduction of 10% or more (unless all the reduction is implemented for all similarly situated employees), there is a material diminution in his authority or duties, his principal place of work is relocated such that his regular one-way commute is more than 35 miles or there is a material breach of his employment agreement, then he would be entitled to receive a payment equal to the sum of 1.5 times his annual base salary plus 1.5 times the average of his annual bonuses for the preceding three-year period and, in addition to such amount, reimbursement for COBRA for 18 months in an amount equal to 127% of his then current health insurance premiums. In addition, Mr. Franklin’s right to receive any severance is subject to his signing a general release in a form required by the Board of Directors and allowing it to become effective.

Mr. Killeen’s new employment agreement provides for an initial base salary of \$410,000, subject to potential adjustment by the Board of Directors. Mr. Killeen may be terminated at any time with or without cause (as defined in the agreement). If Mr. Killeen is terminated without cause, he will be entitled to receive severance payment in an amount equal to one year of his base salary plus an amount equal to the average of his annual bonuses for the preceding three years. If within the two years following a change of control (as defined in the agreement) Mr. Killeen is terminated without cause, experiences a salary reduction of 10% or more (unless all the reduction is implemented for all similarly situated employees), there is a material diminution in his authority or duties, his principal place of work is relocated such that his regular one-way commute is more than 35 miles or there is a material breach of his employment agreement, then he would be entitled to receive a payment equal to the sum of 1.5 times his annual base salary plus 1.5 times the average of his annual bonuses for the preceding three-year period and, in addition to such amount, reimbursement for COBRA for 18 months in an amount equal to 127% of his then current health insurance premiums. In addition, Mr. Killeen’s right to receive any severance is subject to his signing a general release in a form required by the Board of Directors and allowing it to become effective.

Ms. Lewis’s new employment agreement provides for an initial base salary of \$414,000, subject to potential adjustment by the Board of Directors. Ms. Lewis may be terminated at any time with or without cause (as defined in the agreement). If Ms. Lewis is terminated without cause, she will be entitled to receive severance payment in an amount equal to one year of her base salary plus an amount equal to the average of her annual bonuses for the preceding three years. If within the two years following a change of control (as defined in the agreement) Ms. Lewis is terminated without cause, experiences a salary reduction of 10% or more (unless all the reduction is implemented for all similarly situated employees), there is a material diminution in her authority or duties, her principal place of work is relocated such that her regular one-way commute is more than 35 miles or there is a material breach of her employment agreement, then she would be entitled to receive a payment equal to the sum of 1.5 times her annual base salary plus 1.5 times the average of her annual bonuses for the preceding three-year period and, in addition to such amount, reimbursement for COBRA for 18 months in an amount equal to 127% of her then current health insurance premiums.

In addition, Ms. Lewis's right to receive any severance is subject to her signing a general release in a form required by the Board of Directors and allowing it to become effective.

The foregoing description of the Employment Agreements is not complete and is qualified in its entirety by reference to the Employment Agreements for Messrs. Fleming, Franklin, and Killeen and Ms. Lewis, copies of which are attached hereto as Exhibits 10.1, 10.2, 10.3, and 10.4 and incorporated by reference herein.

Effective October 1, 2026, the Bank entered into the Second Amendment to the Participation Agreement for the 2008 Executive Supplemental Compensation Plan to provide an increased benefit for Stephen Fleming, President and CEO of the Bank. The Second Amendment increased the target benefit amount of supplemental retirement income from \$14,583.33 per month to \$16,666.67 per month. A copy of the Second Amendment to the Participation Agreement for the 2008 Executive Supplemental Compensation Plan for Stephen Fleming is attached hereto as Exhibit 10.5 and incorporated by reference herein.

The Compensation and Governance Committee of the Bank adopted a form of Restricted Stock Award Notice under the 2026 Omnibus Equity Incentive Plan, to be used for future grants to executive officers and directors from time to time. This form is applicable for restricted stock award grants effective October 1, 2026. A copy of the Form of Restricted Stock Award Notice under the 2026 Omnibus Equity Incentive Plan is attached hereto as Exhibit 10.6 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits - Description

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|------|--|
| 10.1 | Employment Agreement with Stephen Fleming, dated October 1, 2026* |
| 10.2 | Employment Agreement with Daniel Franklin, dated October 1, 2026* |
| 10.3 | Employment Agreement with Brian Killeen, dated October 1, 2026* |
| 10.4 | Employment Agreement with Patricia Lewis, dated October 1, 2026* |
| 10.5 | Second Amendment to the Participation Agreement for the 2008 Executive Supplemental Compensation Plan with Stephen Fleming, dated October 1, 2026* |
| 10.6 | Form of Restricted Stock Award Notice under the 2026 Omnibus Equity Incentive Plan* |

* Indicates management contract or compensatory plan or arrangement

SIGNATURE

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

Date: October 2, 2026

River City Bank

/s/ Brian Killeen

Brian Killeen

Executive Vice President and Chief Financial Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of October 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 **Stephen Fleming** ("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 President and Chief Executive 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 will commence on **October 1, 2026, and continue through September 30, 2029**, 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 and signed by the parties.
3. Duties and Responsibilities.
 - A. Employee shall have and perform such duties and responsibilities for the position of the President and Chief Executive Officer 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 Chief Executive Officer, the 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 Chief Executive Officer of a bank with assets of approximately \$6.2 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 eighty-nine thousand dollars (\$889,000) ("Base Salary"), payable at a rate of seventy-four thousand eighty-three and 33/100 dollars (\$74,083.33) per calendar month, and in accordance with Employer's compensation policies and practices, and subject to all required withholdings. Employee may 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 Compensation 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 Compensation 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 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 Compensation 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. 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 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 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 of Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change of 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 of 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 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 of 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 of 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 of 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 of 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 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.

- 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 (60th) 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 of 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. Employee shall use all reasonable care both during, and after, employment to protect the Bank's confidential information from unauthorized disclosure and use. 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. Protection and Prohibition on Use of Bank Trade Secrets. Except with the express prior written authorization from Employer, Employee agrees that 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 for any purpose, including but not limited to, solicit business from any of the existing customers, vendors and suppliers of Employer; or, 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. Nothing in this Section 10 is intended to, nor does prohibit or restrict Employee from engaging in any lawful profession, trade, or business, or from working for a competitor of Employer following termination of this Agreement. Employee is merely prohibited from using Employer's trade secrets when doing so.

Notwithstanding the foregoing, under applicable law, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith and in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

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:

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. Notwithstanding the foregoing, this arbitration provision shall not apply to disputes or claims that are expressly excluded by federal or state law from being resolved by mandatory arbitration, or disputes or claims that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan, if applicable.

- 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/Shawn Devlin
Shawn Kelly Devlin
Its: Chairman of the Board

s/Stephen Fleming
Stephen Fleming

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of October 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 will commence on **October 1, 2026, and continue through September 30, 2029**, 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 and signed by the parties.
3. Duties and Responsibilities.
 - A. Employee shall have and perform such duties and responsibilities for the position of the Director of Commercial Real Estate 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 \$6.2 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 may 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, the Compensation and Governance Committee, and/or the Chief Executive Officer, as authorized under the Bank's applicable compensation plans and governance documents, shall determine the Employee's entitlement to discretionary incentive compensation, with consideration given to the 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 of Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change of 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 of 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 of 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 of 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 of 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 of 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 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.

- 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 (60th) 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 of 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. Employee shall use all reasonable care both during, and after, employment to protect the Bank's confidential information from unauthorized disclosure and use. 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. Protection and Prohibition on Use of Bank Trade Secrets. Except with the express prior written authorization from Employer, Employee agrees that 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 for any purpose, including but not limited to, solicit business from any of the existing customers, vendors and suppliers of Employer; or, 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. Nothing in this Section 10 is intended to, nor does prohibit or restrict Employee from engaging in any lawful profession, trade, or business, or from working for a competitor of Employer following termination of this Agreement. Employee is merely prohibited from using Employer's trade secrets when doing so.

Notwithstanding the foregoing, under applicable law, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith and in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

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:

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. Notwithstanding the foregoing, this arbitration provision shall not apply to disputes or claims that are expressly excluded by federal or state law from being resolved by mandatory arbitration, or disputes or claims that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan, if applicable.

- G. Entire Agreement. This Agreement constitutes and embodies the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes all prior or contemporaneous agreements, understandings, negotiations, representations, and communications, whether written or oral, relating to such subject matter. Any waiver, alteration, or modification of any provision of this Agreement shall be valid only if made in writing and signed by both 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 Fleming
Stephen A. Fleming
Its: President and CEO

s/Daniel Franklin
Daniel Franklin

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of October 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 **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 will commence on **October 1, 2026, and continue through September 30, 2029**, 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 and signed by the parties.
3. Duties and Responsibilities.
 - A. Employee shall have and perform such duties and responsibilities for the position of the Chief Financial Officer 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 Financial Officer, 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 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 \$6.2 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 four hundred ten thousand dollars (\$410,000) ("Base Salary"), payable at a rate of thirty-four thousand one hundred sixty-six and 67/100 dollars (\$34,166.67) per calendar month, and in accordance with Employer's compensation policies and practices, and subject to all required withholdings. Employee may 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, the Compensation and Governance Committee, and/or the Chief Executive Officer, as authorized under the Bank's applicable compensation plans and governance documents, shall determine the Employee's entitlement to discretionary incentive compensation, with consideration given to the 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 of Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change of 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 of 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 of 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 of 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 of 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 of 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 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.

- 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 (60th) 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 of 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. Employee shall use all reasonable care both during, and after, employment to protect the Bank's confidential information from unauthorized disclosure and use. 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. Protection and Prohibition on Use of Bank Trade Secrets. Except with the express prior written authorization from Employer, Employee agrees that 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 for any purpose, including but not limited to, solicit business from any of the existing customers, vendors and suppliers of Employer; or, 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. Nothing in this Section 10 is intended to, nor does prohibit or restrict Employee from engaging in any lawful profession, trade, or business, or from working for a competitor of Employer following termination of this Agreement. Employee is merely prohibited from using Employer's trade secrets when doing so.

Notwithstanding the foregoing, under applicable law, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith and in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

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:

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. Notwithstanding the foregoing, this arbitration provision shall not apply to disputes or claims that are expressly excluded by federal or state law from being resolved by mandatory arbitration, or disputes or claims that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan, if applicable.

- 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 Fleming
Stephen A. Fleming
Its: President and CEO

s/Brian Killeen
Brian Killeen

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of October 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 **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 will commence on **October 1, 2026, and continue through September 30, 2029**, 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 and signed by the parties.
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 \$6.2 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 four hundred fourteen thousand dollars (\$414,000) ("Base Salary"), payable at a rate of thirty-four thousand five hundred dollars (\$34,500) per calendar month, and in accordance with Employer's compensation policies and practices, and subject to all required withholdings. Employee may 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, the Compensation and Governance Committee, and/or the Chief Executive Officer, as authorized under the Bank's applicable compensation plans and governance documents, shall determine the Employee's entitlement to discretionary incentive compensation, with consideration given to the 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 of Control of Employer, and Employee's employment is terminated involuntarily, as defined in (3) below, within two (2) years of the Change of 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 of 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 of 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 of 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 of 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 of 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 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.

- 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 (60th) 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 of 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. Employee shall use all reasonable care both during, and after, employment to protect the Bank's confidential information from unauthorized disclosure and use. 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. Protection and Prohibition on Use of Bank Trade Secrets. Except with the express prior written authorization from Employer, Employee agrees that 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 for any purpose, including but not limited to, solicit business from any of the existing customers, vendors and suppliers of Employer; or, 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. Nothing in this Section 10 is intended to, nor does prohibit or restrict Employee from engaging in any lawful profession, trade, or business, or from working for a competitor of Employer following termination of this Agreement. Employee is merely prohibited from using Employer's trade secrets when doing so.

Notwithstanding the foregoing, under applicable law, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith and in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in good faith in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

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:

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. Notwithstanding the foregoing, this arbitration provision shall not apply to disputes or claims that are expressly excluded by federal or state law from being resolved by mandatory arbitration, or disputes or claims that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan, if applicable.

- 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 Fleming
Stephen A. Fleming
Its: President and CEO

s/Patricia Lewis
Patricia Lewis

**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: Stephen A. Fleming

Participant Address:

Effective Date: October 1, 2026

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 the and between Stephen A. Fleming (“Participant”) and River City Bank (“the Company”).

Whereas the parties previously amended their agreement effective January 26, 2022, to provide for a monthly Target Benefit Amount of \$14,583.33, the parties now intend that this Second Amendment shall further amend the agreement between the parties as follows.

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 references in the Participation Agreement, as previously amended effective January 26, 2022, to a monthly Target Benefit Amount of \$14,583.33 shall be deleted, and instead, the Target Benefit Amount shall be as follows:

Target Benefit Amount: \$16,666.67 per month (equivalent to \$200,000.00 per year).

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

PARTICIPANT: s/Stephen Fleming

RIVER CITY BANK AUTHORIZED REPRESENTATIVE:

SIGNATURE: s/Shawn Devlin
River City Bank Chairman

**RIVER CITY BANK
RESTRICTED STOCK AWARD NOTICE
(2026 Omnibus Equity Incentive Plan)**

I am pleased to inform you that, in recognition of the role you play in the collective success of River City Bank (the “**Company**”), you have been granted a Restricted Stock Award. This Award is subject to the terms and conditions of the River City Bank 2026 Omnibus Equity Incentive Plan, as amended from time to time (the “**Plan**”), this Award Notice, and the following Restricted Stock Award Agreement (the “**Agreement**”). The details of this Award are indicated below:

Participant:	
Date of Grant:	
Number of Shares subject to this Restricted Stock Award:	
Number of Time-Vested Shares:	
Time-Vesting Period:	years
Time-Vesting Schedule:	The Time-Vested Shares shall vest in _____ equal installments, on the regular payroll date of the Company immediately following each of the first _____ annual anniversaries of the Date of Grant. Notwithstanding the foregoing, if Participant has been in continuous employment or service as a director with the Company or an Affiliate since the Date of Grant, and Participant experiences a Termination by reason of Participant’s death or Disability, any unvested portion of the Restricted Stock shall accelerate and vest in full upon the Termination Date, and all shares of Common Stock subject to this Restricted Stock Award shall be delivered to Participant or Participant’s executor(s), administrator(s), trustee(s) or other authorized representative(s) entitled thereto. Further notwithstanding the foregoing, in the event that Participant’s employment or service is terminated for any reason other than for Cause at a time when both (A) the sum of (1) Participant’s age, plus (2) the term of Participant’s employment or service with the Company and its Affiliates, equals at least sixty-five (65); and (B) Participant has been in the continuous employment or service of the Company and its Affiliates for a period of at least ten (10) years, then any portion of the

	Restricted Stock which remains unvested at the time of such Termination shall accelerate and become vested in full on the Termination Date.
Number of Performance-Vested Shares:	
Performance-Vesting Period:	
Performance-Vesting Criteria:	

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Restricted Stock Award Notice to be executed as of the Date of Grant set forth above.

River City Bank

By: _____

Name: _____

Title: _____

Acknowledged and agreed as of this [____] day of [____], 20[____].

Name: [____]

RESTRICTED STOCK AWARD AGREEMENT

THIS RESTRICTED STOCK AWARD AGREEMENT (together with the above award notice (the “**Award Notice**”), this “**Agreement**”) is made and entered into as of the date set forth on the Award Notice by and between the Company and the individual (the “**Participant**”) set forth on the Award Notice.

WHEREAS, pursuant to the River City Bank 2026 Omnibus Equity Incentive Plan, as amended from time to time (the “**Plan**”), the Administrator has determined that it is to the advantage and best interest of the Company to grant to the Participant an award of Restricted Stock with respect to a number of shares of Common Stock, a portion of which is subject to time-vesting conditions (the “**Time-Vested Shares**”) and/or a portion of which is subject to performance-vesting conditions (the “**Performance-Vested Shares**” and, together with the Time-Vested Shares, the “**Restricted Stock**”), in each case, as set forth in the Award Notice and subject to the terms and provisions of the Plan, which is incorporated herein by reference, and this Agreement (the “**Award**”).

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Participant and the Company hereby agree as follows:

1. Acceptance of Agreement. Participant has reviewed all of the provisions of the Plan, the Award Notice and this Award. By accepting this Award, Participant agrees that this Award is granted under and governed by the terms and conditions of the Plan, the Award Notice and this Agreement, and the applicable provisions contained in a written employment or service agreement (if any) between the Company or an Affiliate and the Participant. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator on questions relating to the Plan, the Award Notice, this Agreement and, solely insofar as they relate to this Award, the applicable provisions contained in a written employment or service agreement (if any) between the Company or an Affiliate and the Participant. If Participant signs this Agreement and the Award Notice electronically, Participant’s electronic signature of this Agreement and the Award Notice shall have the same validity and effect as a signature affixed by hand.

2. Grant of Award. The Restricted Stock granted hereunder pursuant to Section 9 of the Plan shall be subject to the terms and provisions of the Plan, and all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan. For purposes of this Agreement, “**Termination**” shall mean the termination of the employment or services of the Participant with the Company and all Affiliates thereof (including because of the Participant’s employer ceasing to be an Affiliate of the Company); and “**Termination Date**” shall mean the date of the Termination. For purposes of this Agreement, Termination will not occur when Participant goes on a military leave, a sick leave or another bona fide leave of absence that was approved by the Company in writing if the terms of the leave provide for continued service crediting, or when continued service crediting is required by Applicable Law. Notwithstanding the foregoing, an approved leave of absence for six months or less, which does not in fact exceed six months, will not result in Termination for purposes of this Agreement. However, Termination will occur when approved leave described in this Section 2 ends, unless Participant immediately returns to active work. Participant shall not be entitled to receive dividends declared with respect

to the number of shares of Common Stock covered by the Restricted Stock until such Restricted Stock has fully vested.

3. Vesting.

3.1 Subject to the provisions of the Plan and Section 3.2 of this Agreement, and except as otherwise provided in a written employment or service agreement between the Company or an Affiliate and the Participant (if any):

3.1.1 Time-Vested Shares: Time-Vested Shares shall vest based on the Time-Vesting Schedule, as described in the Award Notice, during the Time-Vesting Period (the vesting date of any Time-Vested Shares, as indicated in the Time-Vesting Schedule, a “**Time Vesting Date**”), subject to Participant not experiencing a Termination prior to each applicable Time Vesting Date.

3.1.2 Performance-Vested Shares. Performance-Vested Shares shall vest based on achievement of the Performance-Vesting Criteria, as described in the Award Notice, during the Performance-Vesting Period (the last date of the Performance-Vesting Period, unless such other date is indicated in the Performance-Vesting Criteria, a “**Performance Vesting Date**” and, together with the Time Vesting Dates, the “**Vesting Dates**”), subject to the Participant not experiencing a Termination prior to each applicable Performance Vesting Date. If any Performance-Vested Shares do not vest on the applicable Performance Vesting Date, such Performance-Vested Shares shall be forfeited on such Performance Vesting Date.

3.2 Except as otherwise set forth in the Award Notice or in Section 3.3 below, if the Participant experiences a Termination for any reason prior to an applicable Vesting Date, as of the Termination Date, the Participant shall forfeit any unvested Restricted Stock.

3.3 If within two (2) years following a Change in Control, Participant either (A) is terminated without Cause; or (B) experiences any of the events listed in Sections 3.3.1 through 3.3.3 below, and Participant resigns as a result of such event, then, in each case, any unvested portion of the Restricted Stock shall accelerate and vest in full on the Termination Date; provided that with respect to any resignation described in clause (B) of this Section 3.3, (1) Participant shall be required to provide thirty (30) days’ written notice to the Company of the conditions giving rise to such resignation within thirty (30) days after Participant first learns of the applicable condition, and such resignation will not be effective unless the Company has not cured the condition within such thirty (30) day notice period, and (2) Participant must resign within sixty (60) days after the Company’s failure to cure such condition:

3.3.1 A diminution in Participant’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;

3.3.2 Without Participant’s express prior written consent, a material diminution of 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 Participant reports);

3.3.3 Without Participant's prior written consent, the Company changes the principal location at which 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

3.3.4 Any other action or inaction by the Company that constitutes a material breach by the Company of the terms of an employment agreement with the Participant.

4. Transfer of Restricted Stock. The Restricted Stock issued under this Agreement may not be sold, transferred or otherwise disposed of and may not be pledged or otherwise hypothecated (each, a "**Transfer**") prior to becoming vested. In addition, Participant shall not sell any shares of Restricted Stock issued pursuant to this Award (even following the vesting of such Restricted Stock) at a time when applicable laws, regulations, the Company's bylaws or other internal documents, agreements or policies, or an underwriter's trading policies prohibit such sale.

5. General.

5.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without giving effect to principles of conflicts of law of California or any other state.

5.2 Community Property. Without prejudice to the actual rights of the spouses as between each other, for all purposes of this Agreement, the Participant shall be treated as agent and attorney-in-fact for that interest held or claimed by his or her spouse with respect to this Award and the parties hereto shall act in all matters as if the Participant was the sole owner of this Award. This appointment is coupled with an interest and is irrevocable.

5.3 No Employment or Similar Rights. Nothing contained herein shall be construed as an agreement by the Company or any of its Subsidiaries, express or implied, to employ the Participant or contract for the Participant's services, to restrict the Company's or such Subsidiary's right to discharge the Participant or cease contracting for the Participant's services or to modify, extend or otherwise affect in any manner whatsoever the terms of any employment agreement or contract for services which may exist between the Participant and the Company or any Affiliate.

5.4 Clawback Policy. Participant expressly acknowledges and agrees to be bound by any Company policy on recoupment of equity or other compensation, including the clawback provisions contained in Section 27 of the Plan.

5.5 Application to Other Stock. In the event any capital stock of the Company or any other corporation shall be distributed on, with respect to or in exchange for shares of Common Stock underlying Restricted Stock as a stock dividend, stock split, reclassification, recapitalization or similar transaction in connection with any merger or reorganization or otherwise, all restrictions, rights and obligations set forth in this Agreement shall apply with respect to such other capital stock to the same extent as they are, or would have been applicable, to the shares of Common Stock underlying Restricted Stock on or with respect to which such other capital stock was distributed, and references to "Company" in respect of such distributed stock shall be deemed to refer to the company to which such distributed stock relates.

5.6 No Third-Party Benefits. Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

5.7 Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

5.8 No Assignment. Except as otherwise provided in this Agreement, the Participant may not assign any of his or her rights under this Agreement without the prior written consent of the Company, which consent may be withheld in its sole discretion. The Company shall be permitted to assign its rights or obligations under this Agreement so long as such assignee agrees to perform all of the Company's obligations hereunder.

5.9 Severability. The validity, legality or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect.

5.10 Equitable Relief. The Participant acknowledges that, in the event of a threatened or actual breach of any of the provisions of this Agreement, damages alone will be an inadequate remedy, and such breach will cause the Company great, immediate and irreparable injury and damage. Accordingly, the Participant agrees that the Company shall be entitled to injunctive and other equitable relief, and that such relief shall be in addition to, and not in lieu of, any remedies it may have at law or under this Agreement.

5.11 Jurisdiction. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of California, and the Company and the Participant hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Participant and the Company hereby irrevocably waive (i) any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of California and (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum.

5.12 Taxes. By agreeing to this Agreement, the Participant represents that he or she has reviewed with his or her own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. To the extent the Company is legally required to withhold any taxes in connection with the grant or vesting of shares of Restricted Stock, the Company shall be entitled to require a cash payment by or on behalf of the Participant as a condition of grant or vesting of any Restricted Stock and/or to deduct from the Restricted Stock or any cash payable with respect thereto or from other compensation payable to the Participant the minimum amount of any sums required by federal, state or local tax law to be withheld (or other such sums that will not cause adverse accounting consequences for the Company and is permitted under applicable withholding rules

promulgated by the Internal Revenue Service or another applicable governmental entity) with respect to the Restricted Stock.

5.13 Section 83(b) Election. Participant may voluntarily elect to be taxed with respect to the Restricted Stock granted hereunder by making a valid election under Section 83(b) of the Code within thirty (30) days after the Date of Grant. A form for making this election is attached as Exhibit A hereto. Participant is advised to discuss with Participant's tax adviser if Participant should make such election.

5.14 Section 409A Compliance. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and be administered to be in compliance therewith. 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 Company for purposes of this Agreement and no payment shall be due to the Participant under this Agreement on account of a separation from service until the Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Any payments described in this Agreement 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 this Agreement, 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 Agreement or any other agreement of the Company, 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 Company makes no representation that any or all of the payments described in this Agreement 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. If it is determined that the terms of this Agreement have been structured in a manner that would result in adverse tax treatment under Section 409A of the Code, the parties agree to cooperate in taking all reasonable measures to restructure the arrangement to minimize or avoid such adverse tax treatment without materially impairing Participant's economic rights. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code. Each amount to be paid or benefit to be provided hereunder shall be construed as a separate identified payment for purposes of Section 409A of the Code.

5.15 Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

5.16 Number and Gender. Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement; and (e) periods of days, weeks or months mean calendar days, weeks or months.

5.17 Electronic Delivery and Disclosure. The Company may, in its sole discretion, decide to deliver or disclose, as applicable, any documents related to this Award granted under the Plan, future awards that may be granted under the Plan, the prospectus related to the Plan, the Company's annual reports or proxy statements by electronic means or to request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents delivered electronically or to retrieve such documents furnished electronically, and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or another third party designated by the Company.

5.18 Data Privacy. Participant agrees that all of Participant's information that is described or referenced in this Agreement and the Plan may be used by the Company, its affiliates and the designated broker and its affiliates to administer and manage Participant's participation in the Plan.

5.19 Acknowledgments of Participant. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, fully understands all provisions of the Plan and this Agreement and, by accepting the Award Notice, acknowledges and agrees to all of the provisions of the Plan and this Agreement. Participant acknowledges and agrees that (i) no representations and warranties have been made to Participant by the Company, any manager, officer, agent, parent or Affiliate of the Company, or any other person with respect to the Restricted Stock, (ii) except for this Agreement, there are no agreements, contracts, understandings or commitments between Participant on the one hand and the Company, any manager, officer, agent, parent or Affiliate of the Company on the other hand, with respect to the Restricted Stock, and (iii) the future value of the Restricted Stock is speculative.

5.20 Complete Agreement. The Award Notice, this Agreement, the Plan, and applicable provisions (if any) contained in a written employment or service agreement between the Company or an Affiliate and the Participant constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

5.21 Waiver of Jury Trial. TO THE EXTENT EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL OF THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN OR AMONG THE PARTIES OR BETWEEN OR AMONG ANY OF THE COMPANY'S OWNERS, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS.

5.22 Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant.

5.23 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5.24 Amendments and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended, altered or terminated at any time or from time to time by the Committee or the Board, but no amendment, alteration or termination shall be made that would materially impair the rights of a Participant under this Agreement without such Participant's consent.

* * * * *

Exhibit A

83(b) Election Form

In order to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended, a statement similar to that below should be executed by the employee. **Within thirty days** after the restricted property has been transferred, one copy of this statement should be submitted to the employer and a second copy should be filed with the Internal Revenue Service Center with which the employee normally files his or her Federal income tax return.

ELECTION UNDER SECTION 83(b)
OF THE INTERNAL REVENUE CODE OF 1986

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in taxpayer's gross income for the current taxable year the amount of any compensation taxable to taxpayer in connection with taxpayer's receipt of the property described below:

1. The name, address, taxpayer identification number and taxable year of the undersigned are as follows:

NAME OF TAXPAYER: _____

NAME OF SPOUSE: _____

ADDRESS: _____

IDENTIFICATION NO. OF TAXPAYER: (SS#) _____

IDENTIFICATION NO. OF SPOUSE: (SS#) _____

TAXABLE YEAR: _____

2. The property with respect to which the election is made is described as follows:
_____ shares of Restricted Stock (together, the "**Restricted Stock**") of River City Bank (the "**Company**").

3. The date on which the property was transferred is: _____.

4. The property is subject to the following restrictions:

The Restricted Stock may not be transferred and is subject to forfeiture under the terms of an agreement between the taxpayer and the Company. These restrictions lapse upon the satisfaction of certain conditions in such agreement.

5. The fair market value at the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$[_____].

6. The amount (if any) paid for such property is: \$[_____].

7. The amount to include in gross income is: \$[_____].

The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property.

The undersigned understands that the foregoing election may not be revoked except with the consent of the Commissioner.

Dated: _____, _____
Taxpayer

The undersigned spouse of taxpayer joins in this election.

Dated: _____, _____
Spouse of Taxpayer