FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C. 20006

Form 8-K

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

Date of Report (Date of earliest event Reported): August 5, 2026

River City Bank

(Exact name of registrant as specified in its charter)

California (State or other jurisdiction of incorporation)	**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 1.01 Entry Into a Material Definitive Agreement

On August 5, 2026, River City Bank, a California state-chartered bank (the "Bank"), entered into an underwriting agreement (the "Underwriting Agreement") with certain of the Bank's shareholders (the "Selling Shareholders") and Raymond James & Associates, Inc. and Keefe, Bruyette & Woods, Inc. as representatives of the underwriters named in the Underwriting Agreement (the "Underwriters"), relating to the underwritten public offering of 2,700,000 shares (the "Shares") of the Bank's common stock ("Common Stock"), at a price of $45.00 per share (the "Offering"). All Shares sold in the Offering were sold by Selling Shareholders. The Bank did not sell any Common Stock in the Offering. The Bank did not receive any proceeds from the sale of shares by the Selling Shareholders.

Certain directors, officers and shareholders of the Bank named in a schedule to the Underwriting Agreement entered into agreements in a form set forth as an exhibit to the Underwriting Agreement providing for a 180-day "lock-up" period with respect to sales of specified securities, subject to certain exceptions.

The Shares offered and sold in the Offering have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption from the Securities Act provided in Section 3(a)(2) of the Securities Act. The Bank filed a Registration Statement on Form 10 (the "Registration Statement") with the Federal Deposit Insurance Corporation (the "FDIC") which was declared effective by the FDIC and registered the Common Stock under the Securities Exchange Act of 1934, as amended.

The Underwriting Agreement contains customary representations, warranties, and covenants among the parties as of the date of entering into such Underwriting Agreement. These representations, warranties, and covenants are not factual information to investors about the Bank. The foregoing description of the material terms of the Underwriting Agreement is not intended to be complete and is qualified in its entirety by the full text of the Underwriting Agreement, a copy of which is attached as Exhibit 1.1 to this Current Report on Form 8-K and incorporated herein by this reference.

Item 7.01 Regulation FD Disclosure

On August 7, 2026, the Bank issued a press release announcing the closing of the Offering and the listing of its Common Stock for trading on the Nasdaq Stock Market. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein solely for purposes of this Item 7.01 disclosure.

The information in this report set forth under this Item 7.01 and in Exhibit 99.1 shall not be treated as "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. In addition, this information shall not be deemed to be incorporated by reference into any of the Bank's filings with the FDIC, except as shall be expressly set forth by specific reference in any such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement, dated August 5, 2026, by and among River City Bank, certain of its shareholders named on Schedule II thereto and Raymond James & Associates, Inc. and Keefe, Bruyette & Woods, Inc. as representatives of the underwriters named on Schedule I thereto.
99.1	Press Release of River City Bank dated August 7, 2026

SIGNATURES

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

River City Bank

Date: August 7, 2026

/s/ Brian Killeen

Brian Killeen
Executive Vice President and Chief Financial Officer

Exhibit 1.1

EXECUTION COPY

2,700,000 Shares

RIVER CITY BANK

Common Stock

UNDERWRITING AGREEMENT

August 5, 2026

RAYMOND JAMES & ASSOCIATES, INC.
KEEFE, BRUYETTE & WOODS, INC.

As Representatives of the other several Underwriters listed in Schedule I hereto,

c/o Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

c/o Keefe, Bruyette & Woods, Inc.
787 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

The shareholders of River City Bank, a California-chartered commercial bank (the "Bank"), named in Schedule II hereto (the "Selling Shareholders") severally and not jointly propose, subject to the terms and conditions stated herein, to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), an aggregate of 2,700,000 shares of the Bank's common stock, no par value per share (the "Common Stock"), each Selling Shareholder selling the number of shares set forth opposite such Selling Shareholder's name in Schedule II hereto. Such aggregate of 2,700,000 shares to be purchased from the Selling Shareholders by the Underwriters are called the "Shares." Raymond James & Associates, Inc. and Keefe, Bruyette & Woods, Inc. are acting as the representatives of the Underwriters and in such capacity are referred to in this agreement (the "Agreement") as the "Representatives" or "you." The Bank and the Underwriters are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

Raymond James & Associates, Inc. (the "Designated Underwriter") agrees to reserve approximately 270,000 shares of the Shares to be purchased by it or its affiliates under this Agreement for sale to the Bank's directors, officers, shareholders, employees, business associates, and other parties related to the Bank (collectively, "Participants"), as set forth in the Offering Circular (as defined herein) under the heading "Underwriting" (the "Directed Share Program"). The shares of the Shares to be sold by the Designated Underwriter and its affiliates pursuant to the Directed Share Program are referred to hereinafter as the "Directed Shares". Any Directed Shares not orally confirmed for purchase by any Participant by the end of the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Offering Circular.

The Bank and each Selling Shareholder understands that the Underwriters propose to make a public offering of the Shares as soon as the Underwriters deem advisable after this Agreement has been executed and delivered.

The Shares will be offered and sold to the Underwriters without being registered pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption therefrom provided pursuant to Section 3(a)(2) of the Securities Act. The Bank has prepared and delivered to each Underwriter copies of a preliminary offering circular, dated July 23, 2026 (the "Preliminary Offering Circular"). Promptly after the time this Agreement is executed by the Parties hereto, the Bank will prepare and deliver to each Underwriter a final offering circular dated the date hereof (the "Offering Circular"). Any references herein to the Preliminary Offering Circular or the Offering Circular shall be deemed to include all amendments and supplements thereto, unless otherwise noted. The Bank hereby confirms that it has authorized the use of the Preliminary Offering Circular and the Offering Circular in connection with the offering and resale of the Shares by the Underwriters.

The Bank has filed a Registration Statement on Form 10 (together, with any amendments thereto and all documents incorporated therein by reference, the "Form 10") with the Federal Deposit Insurance Corporation (the "FDIC"), which upon being declared effective by the FDIC prior to the Closing Date, will register the Common Stock pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

As used in this Agreement:

"**Applicable Time**" means 5:30 P.M. (New York City time) on August 5, 2026 or such other time as agreed by the Bank and the Representatives.

"**General Disclosure Package**" means any Supplemental Offering Materials issued at or prior to the Applicable Time, the Preliminary Offering Circular and the information included on Schedule III hereto, all considered together.

"**Supplemental Offering Materials**" means any "written communication" (within the meaning of the regulations of the Securities and Exchange Commission (the "Commission")), other than the Form 10, the Preliminary Offering Circular and the Offering Circular, prepared by or on behalf of the Bank, or used or referred to by the Bank, that constitutes an offer to sell or a solicitation of an offer to buy the Shares, including, without limitation, any such written communication that would, if the sale of the Shares were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular were to be considered a prospectus satisfying the requirements of Section 10(a) of the Securities Act, constitute an "issuer free writing prospectus," as defined in Rule 433 under the Securities Act, whether or not required to be filed with the Commission. A complete list of Supplemental Offering Materials is included on Schedule IV hereto.

"**Testing-the-Waters Communication**" means any oral or written communication with potential investors that would, if the sale of the Shares were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular were to be considered a prospectus satisfying the requirements of Section 10(a) of the Securities Act, be an oral or written communication within the meaning of Section 5(d) of the Securities Act; and

"**Written Testing-the-Waters Communication**" means any Testing-the-Waters Communication that would, if the sale of the Shares were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular were to be considered a prospectus satisfying the requirements of Section 10(a) of the Securities Act, constitute a written communication within the meaning of Rule 405 under the Securities Act.

The Bank and the Selling Shareholders hereby confirm their agreement with the several Underwriters concerning the purchase and sale of the Shares, as follows:

1. Representations and Warranties of the Bank and the Selling Shareholders.

1.1. Representations and Warranties of the Bank.

1.1.1. The Bank hereby represents and warrants on the date hereof, and shall be deemed to represent and warrant as of the Applicable Time, the Closing Date and any other date as specified hereinafter or as the context may require, to each Underwriter, that:

(a) Accurate Disclosure. The General Disclosure Package as of the Applicable Time did not, and at the Closing Date will not, include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Offering Circular, as of its date, did not, and, at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Form 10 as of each time filed with the FDIC did not, and, at the time declared effective by the FDIC, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Any individual Supplemental Offering Materials, when considered together with the Preliminary Offering Circular and the information included on Schedule III hereto, as of the

Applicable Time, will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Any individual Written Testing-the-Waters Communication, when considered together with the General Disclosure Package, as of the Applicable Time, will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Each Written Testing-the-Waters Communication did not, as of the Applicable Time, and at all times through the Closing Date and sale of the Shares will not, include any information that conflicted, conflicts or will conflict with the information contained in the General Disclosure Package or the Offering Circular.

The representations and warranties in this Section 1.1.1(a) shall not apply to statements in or omissions from the General Disclosure Package, the Supplemental Offering Materials, any Written Testing-the-Waters Communication or the Offering Circular (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Bank by any Underwriter through the Representatives expressly for use therein. For purposes of this Agreement, the only such written information furnished by any Underwriter through the Representatives consists of the statements regarding delivery of shares by the Underwriters set forth on the cover page of, and the concession and reallowance figures and the paragraph relating to stabilization by the Underwriters appearing under the caption "Underwriting" in, the most recent Preliminary Offering Circular and the Offering Circular (collectively, the "Underwriters' Information").

The representations and warranties in this Section 1.1.1(a) shall not apply to statements in or omissions from the General Disclosure Package, the Supplemental Offering Materials, any Written Testing-the-Waters Communication or the Offering Circular (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Bank by any Selling Shareholder expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the name of such Selling Shareholder, the number of shares of Common Stock owned by such Selling Shareholder, the number of shares of Common Stock offered by such Selling Shareholder and the address and other information with respect to such Selling Shareholder (excluding percentages) which appear in the General Disclosure Package and the Offering Circular in the table (and corresponding footnote with respect to such Selling Shareholder) under the caption "Principal and Selling Shareholders" (collectively, the "Selling Shareholders' Information").

(b) Emerging Growth Company. From the first date on which the Bank engaged directly or through any Person authorized to act on its behalf in any Testing-the-Waters Communication through the date hereof, the Bank has been and will be an "emerging growth company," as defined in Section 3(a) of the Exchange Act (an "Emerging Growth Company").

(c) Testing-the-Waters Communication. The Bank (i) has not engaged in any Testing-the-Waters Communication, other than Testing-the-Waters Communications with the consent of the Representatives, with entities that are reasonably believed to be qualified institutional buyers within the meaning of Rule 144A under the Securities Act, or with institutions that are reasonably believed to be accredited investors within the meaning of Rule 501 under the Securities Act and (ii) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Bank reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Bank has not distributed or approved for distribution any Written Testing-the-Waters Communications other than those listed on Schedule IV hereto.

(d) Status under the Securities Act. The Bank was not at the time of initial filing of the Form 10 and at the earliest time thereafter that the Bank or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Shares, is not on the date hereof and will not be on the Closing Date, an "ineligible issuer" (as defined in Rule 405 under the Securities Act).

(e) No Registration Required. The offer, sale and delivery of the Shares as contemplated by this Agreement, the General Disclosure Package and the Offering Circular are not required to be registered under the Securities Act by virtue of Section 3(a)(2) thereunder.

(f) Permit. Pursuant to the provisions of the California Financial Code, as amended (the "Financial Code"), the California Corporate Securities Law of 1968, as amended, and the rules and regulations of the California Department of Financial Protection and Innovation ("DFPI") thereunder, the Bank is not required to obtain from the DFPI a negotiating permit to allow the Shares to be offered or a stock permit to allow the Shares to be sold. The Bank is not aware of any facts or circumstances, or set of facts or circumstances, that would otherwise require the Bank to obtain any other permit or authorization of the DFPI, or to otherwise obtain the DFPI's non-objection, with regard to the offer and sale of the Shares by the Selling Shareholders to the Underwriters.

(g) Insured Depository Institution. The Bank is an insured depository institution under the provisions of the Federal Deposit Insurance Act and the deposit accounts of the Bank are insured up to the applicable limits by the FDIC and no proceedings for the termination or revocation of such insurance are pending or, to the knowledge of the Bank, threatened.

(h) Disclosure Compliance. Each of the General Disclosure Package and the Offering Circular complies in all material respects with the requirements of the FDIC Statement of Policy Regarding the Use of Offering Circulars in Connection with Public Distribution of Company Securities (61 Fed. Reg. 46808, September 5, 1996; the "FDIC Policy Statement") and the Financial Code, including all applicable regulations and rules promulgated thereunder.

(i) Form 10 Compliance. The Form 10 will be declared effective by the FDIC prior to the Closing Time and, at such time, will comply in all material respects with the requirements of the Exchange Act and all other applicable laws, regulations, and rules thereunder.

(j) No Objections. None of the FDIC, the DFPI or any other Governmental Entity (as defined below) with jurisdiction over the Bank has issued any order or taken any action preventing or suspending the use of any part of the General Disclosure Package or the Offering Circular (any such order or action, a "stop order"); no stop order has been issued, no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Bank, threatened by the FDIC, the DFPI or any other Governmental Entity with jurisdiction over the Bank, and the Bank has complied to the FDIC's and DFPI's satisfaction with any request on the part of the FDIC or DFPI for additional information; neither the FDIC nor the DFPI has objected to the use of the General Disclosure Package or the Offering Circular.

(k) On each of the date hereof and the Closing Date: (A) the capitalization of the Bank is as set forth in the General Disclosure Package and the Offering Circular (other than for subsequent issuances, if any, pursuant to employee benefit plans, or upon the exercise of outstanding options or warrants or vesting of outstanding restricted stock awards, in each case described in the General Disclosure Package and the Offering Circular); (B) all the outstanding shares of Common Stock (including, for the avoidance of doubt, the Shares to be issued and sold to the Underwriters by the Selling Shareholders hereunder) have been duly authorized and validly issued and are fully paid and nonassessable; (C) none of the outstanding shares of Common Stock were issued in violation of the preemptive rights, rights of first refusal or other similar rights of any securityholder of the Bank arising by operation of law, or under the articles of incorporation, bylaws or other organizational documents of the Bank or under any agreement to which the Bank is a party; and (D) the Common Stock conforms in all material respects to the description thereof in the General Disclosure Package and the Offering Circular (or any amendment or supplement thereto).

(l) Each of the Bank and its subsidiaries (as defined in Rule 405 under the Securities Act) (the "Subsidiaries") is (i) duly incorporated or organized and validly existing as a corporation, limited liability company or other organization and in good standing under the laws of the jurisdiction of its incorporation or organization with full corporate or organizational power and authority to own, lease and operate its properties and to conduct its business as presently conducted and as described in the General Disclosure Package and the Offering Circular (and any amendment or supplement thereto) and (ii) duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to so register or qualify has not had or will not have a material adverse effect on the condition (financial or other), business, properties, net worth, results of operations or prospects of the Bank and its Subsidiaries, taken as a whole, other than any such effect resulting from changes in the general economic or equity or debt market conditions in the United States or changes in the banking or financial services industry in general and not specifically relating to the Bank or its Subsidiaries (a "Material Adverse Effect").

The issued shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable and are owned, directly or indirectly through one or more of the other Subsidiaries, by the Bank free and clear of any transfer restrictions, security interests, liens, mortgage, pledge, charges, equities, claims, encumbrances or defect in title of any nature (each, an "Encumbrance").

(m) There are no legal, governmental or regulatory proceedings pending or, to the knowledge of the Bank, threatened, against the Bank or its Subsidiaries or to which the Bank or its Subsidiaries or any of their respective properties are subject, that are required to be described in the General Disclosure Package or the Offering Circular (or any amendment or supplement thereto) but are not described as required. Except as described in the General Disclosure Package and the Offering Circular, there is no action, suit, inquiry, proceeding or investigation by or before any court or governmental or other regulatory or administrative agency or commission pending or, to the knowledge of the Bank, threatened, against or involving the Bank or its Subsidiaries, which, taking into account the likelihood of the outcome, the damages or other relief sought and other relevant factors, might individually or in the aggregate prevent or adversely affect the transactions contemplated by this Agreement or result in a Material Adverse Effect, nor to the Bank's knowledge, is there any basis for any such action, suit, inquiry, proceeding or investigation. There is no such action, suit, inquiry, proceeding or investigation against any current or, to the knowledge of the Bank, former director or officer of the Bank or any of its Subsidiaries with respect to which the Bank or any of its Subsidiaries has, or is reasonably likely to have, an indemnification obligation.

(n) There are no Existing Instruments (as defined in Section 1.1.1(o) hereof) to which the Bank or any of its Subsidiaries is a party or by which any of their respective properties may be bound, that are required to be described in the General Disclosure Package or the Offering Circular (or any amendment or supplement thereto) or to be filed as an exhibit to the Form 10 that are not fairly summarized or disclosed in all material respects, filed or incorporated by reference in the Form 10, the General Disclosure Package or the Offering Circular as required by the Exchange Act or the FDIC. All such Existing Instruments have been duly and validly authorized, executed and delivered by the Bank or the applicable Subsidiary, constitute valid and binding agreements of the Bank or the applicable Subsidiary and are enforceable against the Bank or the applicable Subsidiary in accordance with the terms thereof, except as enforceability thereof may be limited by (i) the application of bankruptcy, reorganization, insolvency and other laws affecting creditors' rights generally and (ii) equitable principles being applied at the discretion of a court before which any proceeding may be brought, except as rights to indemnity and contribution hereunder may be limited by federal or state securities laws. Neither the Bank nor the applicable Subsidiary has received notice or been made aware that any other party is in breach of or default to the Bank under any of such Existing Instruments.

(o) Neither the Bank nor any of its Subsidiaries is (i) in violation of (A) its articles of incorporation, bylaws or other organizational documents, (B) any federal, state, local or foreign law, ordinance, administrative or governmental rule or regulation applicable to the Bank or any of its Subsidiaries, except where such violation would not have a Material Adverse Effect, or (C) any decree of any federal, state, local or foreign court or governmental agency or body having jurisdiction over the Bank or any of its Subsidiaries (each, a "Governmental Entity"), except where such violation would not have a Material Adverse Effect; or (ii) in default in any material respect in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or any agreement, indenture, lease or other instrument (each, an "Existing Instrument") to which the Bank or any of its Subsidiaries is a party or by which any of its properties may be bound which default would have, individually or in the aggregate, a Material Adverse Effect; and there does not exist any state of facts that constitutes an event of default on the part of the Bank or any of its Subsidiaries as defined in such documents or that, with notice or lapse of time or both, would constitute such an event of default, except for any such event of default that would not, individually or in the aggregate, have a Material Adverse Effect.

(p) The Bank has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly authorized, executed and delivered by the Bank and constitutes a valid and legally binding agreement of the Bank, enforceable against the Bank in accordance with its terms, except to the extent enforceability may be limited by (i) the application of bankruptcy, reorganization, insolvency and other laws affecting creditors' rights generally and (ii) equitable principles being applied at the discretion of a court before which any proceeding may be brought, except as rights to indemnity and contribution hereunder may be limited by federal or state securities laws.

(q) The Bank and its Subsidiaries (i) have complied with all privacy and data protection laws and regulations applicable to the Bank's and its Subsidiaries' collection, use, processing, storage, transfer, or disposal, disclosure of personal information; (ii) have and are in compliance with privacy policies regarding the collection, use, processing, storage, transfer and disposal of personal information in connection with the operation of their businesses; and (iii) have established and implemented policies, programs and procedures, including administrative, technical and physical safeguards, to protect the confidentiality, integrity and security of personal information in their possession, custody or control, or otherwise held or processed on their behalf, except in the case of each of item (i), (ii) and (iii) hereabove where the failure to do so would not have a Material Adverse Effect.

(r) None of the execution, delivery or performance of this Agreement by the Bank or the compliance by the Bank with all provisions hereof, nor the consummation by the Bank of the transactions contemplated hereby (i) requires the approval of any shareholders, members, partners or other securityholders or any Permit (as defined in Section 1.1.1(hh) hereof) (except such as may be required for the listing of the Shares for trading on NASDAQ, the registration of the Common Stock under the Exchange Act, and compliance with the securities or Blue Sky laws of various jurisdictions, all of which will be, or have been, effected in accordance with this Agreement and except for FINRA's clearance of the underwriting terms of the offering contemplated hereby as required under FINRA's Rules of Fair Practice), (ii) conflicts with, or constitutes a breach of, or a default under, the Bank's articles of incorporation, bylaws or other organizational documents or any Existing Instrument to which the Bank or any of its Subsidiaries is a party or by which any of its properties may be bound, (iii) violates any existing statute, law, regulation, ruling (assuming compliance with all applicable state securities and Blue Sky laws), filing, judgment, injunction, order or decree applicable to the Bank or any of its Subsidiaries or any of their respective properties, or (iv) results in a breach of, or default under, or results in the creation or imposition of any Encumbrance upon any property or assets of the Bank or any of its Subsidiaries pursuant to, or requires the consent of any other party to, any Existing Instrument to which the Bank or any of its Subsidiaries is a party or by which any of its properties may be bound, except for such conflicts, breaches, defaults or Encumbrances that will not, individually or in the aggregate, result in a Material Adverse Effect.

(s) The descriptions of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, set forth in the General Disclosure Package and the Offering Circular (or any amendment or supplement thereto) accurately and fairly presents, in all material respects, the information required to be shown with respect to such plans, arrangements, options and rights. Except for awards under such plans and as otherwise described in the General Disclosure Package and the Offering Circular, neither the Bank nor any of its Subsidiaries has outstanding any options to purchase, or any warrants to subscribe for, or any securities or obligations convertible into, or exercisable or exchangeable for, or any contracts or commitments to issue or sell, any shares of its capital stock or any such warrants or convertible securities or obligations. No holder of securities of the Bank has rights to the registration of any securities of the Bank, other than the Selling Shareholders with respect to the Shares included in the Offering Circular, as a result of or in connection with the filing of the Form 10 or the consummation of the transactions contemplated hereby that have not been satisfied or heretofore waived in writing.

(t) Crowe LLP, the certified public accountants (the "Accountants") who have certified the financial statements (including the related notes thereto and supporting schedules) filed as part of the General Disclosure Package and the Offering Circular (or any amendment or supplement thereto), are "independent public accountants" (within the meaning of the rules and regulations of the Commission and the Public Company Accounting Oversight Board) with respect to the Bank and its Subsidiaries and as required by the Exchange Act.

(u) The financial statements, together with related schedules and notes, included in the General Disclosure Package and the Offering Circular (and any amendment or supplement thereto), comply in all material respects with the applicable requirements of the Securities Act, as applied by the Commission for an Emerging Growth Company and as if the offer and sale of the Shares were being registered thereunder, the FDIC Policy Statement and the Financial Code and present fairly in all material respects the financial position of the Bank and its Subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such statements and related schedules and notes have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied throughout the periods involved, except as disclosed therein; and the financial and statistical information and data set forth in the Form 10, the General Disclosure Package and the Offering Circular (and any amendment or supplement thereto) is accurately presented and prepared on a basis consistent with such financial statements and the books and records of the Bank. No other financial statements or schedules are required to be included in the Form 10 or Offering Circular.

(v) Except as disclosed in the General Disclosure Package and the Offering Circular (or any amendment or supplement thereto), (i) neither the Bank nor any of its Subsidiaries has incurred any material liabilities or obligations, indirect, direct or contingent, or entered into any transaction, in either case other than in the ordinary course of business, (ii) neither the Bank nor any of its Subsidiaries has sustained any material loss or interference with its business or properties from fire, flood, windstorm, accident or other calamity, whether or not covered by insurance, (iii) neither the Bank nor any of its Subsidiaries has paid or declared any dividends or other distributions with respect to its capital stock, other than quarterly cash dividends on Common Stock in the ordinary course of business, and the Bank is not in default under the terms of any class of Common Stock or any outstanding debt obligations, (iv) there has not been any change in the authorized or outstanding Common Stock or any material change in the indebtedness of the Bank, in either case other than in the ordinary course of business and (v) there has not been any material adverse change, or any development involving or that may reasonably be expected to result in a material adverse change, in the condition (financial or otherwise), business, properties, net worth, result of operations or prospects of the Bank.

(w) All offers and sales of the Common Stock and Bank's other debt or other securities prior to the date hereof were made in compliance with the requirements of, or were the subject of an available exemption from, the Securities Act and all other applicable state and federal laws or regulations, or any actions under the Securities Act or any state or federal laws or regulations in respect of any such offers or sales are effectively barred by effective waivers or statutes of limitation.

(x) The Shares have been approved for listing on NASDAQ under the symbol "RCBC", subject to official notice of issuance; subject to completion of the offering contemplated by this Agreement, the Bank has taken all reasonable and necessary actions to ensure that, upon and at all times after NASDAQ shall have approved the Shares for inclusion, the Bank will be in compliance with all applicable NASDAQ listing standards that are then in effect and is taking such steps as are reasonable and necessary to ensure that the Bank will be in compliance with other applicable requirements set forth in NASDAQ's listing standards not currently in effect upon the effectiveness of such requirements.

(y) Other than excepted activity pursuant to Regulation M under the Exchange Act, the Bank has not taken, directly or indirectly, any action designed to, or that might reasonably be expected to cause or result in or constitute, under the Securities Act or otherwise, stabilization or manipulation of the price of any security of the Bank to facilitate the sale or resale of the Shares or for any other purpose.

(z) The Bank and each of its Subsidiaries have filed all federal, state, local and foreign tax returns required to be filed (other than certain state or local tax returns, as to which the failure to file, individually or in the aggregate, would not have a Material Adverse Effect), which returns are complete and correct in all material respects, and neither the Bank nor any of its Subsidiaries is in default in the payment of any taxes that were payable pursuant to said returns or any assessments with respect thereto. Except as disclosed in the General Disclosure Package and the Offering Circular, all deficiencies asserted as a result of any federal, state, local or foreign tax audits have been paid or finally settled and no issue has been raised in any such audit that, by application of the same or similar principles, reasonably could be expected to result in a proposed deficiency for any other period not so audited. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any federal, state, local or foreign tax return for any period.

(aa) Except as set forth in the General Disclosure Package and the Offering Circular, (i) there are no transactions between the Bank or any of its Subsidiaries, on the one hand, and any of their respective Affiliates, officer, director or securityholder, on the other hand, that are required by the Securities Act (as if the offer and sale of the Shares were being registered thereunder) to be disclosed in the General Disclosure Package and the Offering Circular and (ii) no relationship, direct or indirect, exists between the Bank or any of its Subsidiaries, on the one hand, and their respective Affiliates, directors, officers, securityholders, customers or suppliers, on the other hand, that is required by the Securities Act (as if the offer and sale of the Shares were being registered thereunder) to be disclosed in the General Disclosure Package and the Offering Circular that is not so disclosed.

(bb) On the Closing Date and after giving effect to the offering and sale of the Shares, neither the Bank nor any of its Subsidiaries qualifies as an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" within the meaning of the Investment Company Act.

(cc) The statements set forth in each of the General Disclosure Package and the Offering Circular under the captions "Certain Relationships and Related Party Transactions", "Shares Eligible for Future Sale", "Description of Capital Stock", "Material U.S. Federal Income Tax Considerations to Non-U.S. Holders", "Underwriting", "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Business – Supervision and Regulation" and "Business – Litigation", insofar as they purport to summarize the provisions of the laws, regulations, agreements, documents or legal or governmental proceedings referred to therein, are accurate summaries of such laws, regulations, agreements, documents or proceedings in all material respects. The Common Stock (including the Shares) conforms in all material respects to the description thereof contained in the General Disclosure Package and the Offering Circular.

(dd) No Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Bank, from making any other distribution on such Subsidiary's capital stock or similar ownership interest, from repaying to the Bank any loans or advances to such Subsidiary from the Bank or from transferring any of such Subsidiary's properties or assets to the Bank or any other Subsidiary, except as disclosed in the General Disclosure Package and the Offering Circular.

(ee) Except as disclosed in the General Disclosure Package and the Offering Circular, neither the Bank nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares.

(ff) The Bank has procured Lock-Up Agreements duly executed by each officer, director and Selling Shareholder of the Bank set forth on Schedule V hereto.

(gg) The statistical and market-related data included in the General Disclosure Package and the Offering Circular are based on or derived from sources that the Bank believes to be accurate and reliable in all material respects.

(hh) Except as otherwise disclosed in the General Disclosure Package and the Offering Circular, each of the Bank and its Subsidiaries has any permit, license, franchise, approval, consent, authorization or order of, or registration or filing with, any relevant federal, state, local or foreign court or governmental, regulatory or administrative authority, agency or body (each, a "Permit"), and have made all declarations, amendments, supplements and filings with the relevant federal, state, local or foreign governmental, regulatory or administrative authority, agency or body, as are necessary to own its properties and to conduct its business in the manner described in the General Disclosure Package and the Offering Circular, subject to such qualifications as may be set forth in the General Disclosure Package and the Offering Circular, except where the failure to have obtained any such Permit has not had and will not have a Material Adverse Effect; each of the Bank and its Subsidiaries has operated and is operating its business in material compliance with and not in material violation of all of its obligations with respect to each such Permit; all such Permits are valid and in full force and effect and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination of any such Permit or result in any other material impairment of the rights of any such Permit, subject in each case to such qualification as may be set forth in the General Disclosure Package and the Offering Circular; and, except as described in the General Disclosure Package and the Offering Circular, such Permits contain no restrictions that are materially burdensome to the Bank or any of its Subsidiaries.

(ii) The Bank and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorizations and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Form 10, the General Disclosure Package and the Offering Circular, there are no material weaknesses in the Bank's internal controls (it being understood that the Bank is not required as of the date hereof to comply with Section 404 of the Sarbanes-Oxley Act). The Bank's auditors and the Audit Committee of the Board of Directors of the Bank have been advised of: (a) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Bank's ability to record, process, summarize and report financial information; and (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Bank's internal controls over financial reporting.

(jj) The Bank has taken all reasonable and necessary actions to ensure that upon consummation of the offering and sale of the Shares, (i) the Bank and each of its Subsidiaries will maintain disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information is accumulated and communicated to management of the Bank and its Subsidiaries, including their respective principal executive officers and principal financial officers, as appropriate, and (iii) such disclosure controls and procedures will be effective in all material respects to perform the functions for which they were established.

(kk) The Bank has not, prior to the date hereof, made any offer or sale of securities which could be "integrated" for purposes of the Securities Act (as if the offer and sale of the Shares were being registered thereunder) with the offer or sale of the Shares pursuant to the General Disclosure Package and the Offering Circular; and except as disclosed in the General Disclosure Package and the Offering Circular, the Bank has not sold or issued any security during the one hundred eighty (180)-day period preceding the date of the Offering Circular, including but not limited to any sales pursuant to Rule 144A or Regulation D or S under the Securities Act, other than outstanding options, rights or warrants as described in the General Disclosure Package and the Offering Circular and the issuance of Common Stock upon exercise or vesting of such options, rights or warrants.

(ll) Neither the Bank nor any of its Subsidiaries, nor, to the knowledge of the Bank, after due inquiry, any director, officer, agent, employee or other person associated with or acting on behalf of the Bank or any of its Subsidiaries, has in the course of its actions for, or on behalf of, the Bank or any of its Subsidiaries: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), or any applicable non-U.S. anti-bribery statute or regulation; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. To the knowledge of the Bank, its Affiliates have conducted their businesses in all material respects in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(mm) The operations of the Bank and its Subsidiaries and, to the knowledge of the Bank, their respective Affiliates, are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act, the money laundering statutes of all applicable jurisdictions and the rules and regulations thereunder issued, administered or enforced by any governmental agency or body (collectively, the "Anti-Money Laundering Laws"); and no action, suit or proceeding by or before any court, governmental agency or body involving the Bank or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Bank, threatened. The Bank and its Subsidiaries and, to the knowledge of the Bank, their respective Affiliates, have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

(nn) None of the Bank, any of the Subsidiaries or any officer or director of either the Bank or any Subsidiary, nor, to the knowledge of the Bank, any agent, employee, affiliate or person acting on behalf of the Bank or any of the Subsidiaries is or has been (A) engaged in any services (including financial services), transfers of goods, software, or technology, or any other business activity related to (i) Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065 ("Sanctioned Countries"), (ii) the government of any Sanctioned Country, (iii) any person, entity or organization located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (iv) any person, entity or organization made subject of any sanctions administered or enforced by the United States Government, including, without limitation, the list of Specially Designated Nationals ("SDN List") of the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), or by the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions") and the Bank will not lend, contribute or otherwise make available any funds to any Subsidiary, or any joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person, or in any country or territory, that currently is the subject to any U.S. sanctions administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of U.S. sanctions administered by OFAC; (B) engaged in any transfers of goods, technologies or services (including financial services) that may assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States laws, rules or regulations; (C) a person, entity or organization currently the subject of any Sanctions; or (D) located, organized or resident in any Sanctioned Country.

(oo) (i) Each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("ERISA")) for which the Bank or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each a "Plan") has been maintained in compliance in all material respects with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) with respect to each Plan subject to Title IV of ERISA (A) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur, (B) no Plan is or is reasonably expected to be "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA) (C) there has been no filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan or the receipt by the Bank or any of its ERISA Affiliates from the Pension Benefit Guaranty Corporation or the plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (D) no conditions contained in Section 303(k)(1)(A) of ERISA for imposition of a lien shall have been met with respect to any Plan and (E) neither the Bank or any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA) ("Multiemployer Plan"); (iv) no Multiemployer Plan is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA), in "reorganization" (within the meaning of Section 4241 of ERISA), or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 304 of ERISA); and (v) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(pp) Except as described in the General Disclosure Package and the Offering Circular, (A) neither the Bank nor any of its Subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code or rule of common law or any applicable judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health from a Hazardous Substance (as defined below), the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Bank and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws for the operation of their respective businesses and are each in compliance with their requirements, (C) there are no pending or, to the knowledge of the Bank and its Subsidiaries, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Bank or any of its Subsidiaries and (D) to the knowledge of the Bank and its Subsidiaries, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Bank or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws, except in each where such violations, failures, actions, or such other matters described above would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(qq) Except as otherwise disclosed in the General Disclosure Package and the Offering Circular, each of the Bank and its Subsidiaries owns and has full right, title and interest in and to, or has valid licenses to use, each Intellectual Property Right under which the Bank and its Subsidiaries conduct all or any material part of its business, and none of the Bank or its Subsidiaries has created any Encumbrance on, or granted any right or license with respect to, any such Intellectual Property Right except where the failure to own or obtain a license or right to use any such Intellectual Property Right has not and will not have a Material Adverse Effect; there is no claim pending against the Bank or its Subsidiaries with respect to any Intellectual Property Right and the Bank and its Subsidiaries have not received notice or otherwise become aware that any Intellectual Property Right that it uses or has used in the conduct of its business infringes upon, misappropriate, or conflicts with the rights of any third party. Neither the Bank nor any of its Subsidiaries has become aware that any Intellectual Property Right that it uses or has used in the conduct of its business (i) infringes upon, misappropriates or conflicts with the rights of, any third party or (ii) is infringed upon, misappropriated or violated by, any third party. For the purpose of this Section 1.1.1(qq), "Intellectual Property Right" means any (a) trade name, trademark, service mark and registration thereof, (b) patent and applications thereof, (c) copyright and copyrightable works, (d) domain name and other source indicator, (e) trade secret, technology, know-how, proprietary or confidential information and (f) other intellectual property and related proprietary rights, interests and protection.

(rr) There are no affiliations or associations between (i) any member of FINRA and (ii) the Bank, any of its Subsidiaries or (to the Bank's knowledge) any of the Bank's officers, directors, five percent (5%) or greater security holders or any beneficial owner of the Bank's unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date the Form 10 was initially filed with the FDIC, except as otherwise disclosed in the Form 10, the General Disclosure Package and the Offering Circular.

(ss) The Bank and each of its Subsidiaries carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is prudent and customary for companies engaged in similar businesses in similar industries. All policies of insurance of the Bank and its Subsidiaries are in full force and effect; the Bank and each of its Subsidiaries are in compliance with the terms of such policies in all material respects; and neither the Bank nor any of its Subsidiaries has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance; there are no material claims by the Bank or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and neither the Bank nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be reasonable and necessary to continue its business at a cost that could not reasonably be expected to have a Material Adverse Effect.

(tt) Except as disclosed in the General Disclosure Package and the Offering Circular or as would not reasonably be expected to result in a Material Adverse Effect, neither the Bank nor any of the Subsidiaries is a party to or subject to any order, decree, agreement, memorandum of understanding or similar arrangement with, or a commitment letter, supervisory letter or similar submission to, any federal, state, local or foreign governmental agency or authority charged with the supervision or regulation of depository institutions or engaged in the insurance of deposits (including, without limitation, the FDIC and the DFPI) or the supervision or regulation of it or any of its Subsidiaries and neither the Bank nor any of the Subsidiaries has been advised by any such governmental agency or authority that such governmental agency or authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order, decree, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission.

(uu) (A) To the knowledge of the Bank, there has been no security breach, unauthorized access or disclosure, or other compromise of any of the Bank's or its Subsidiaries' information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective customers, employees, suppliers, vendors and any third party data maintained, processed or stored by the Bank and its Subsidiaries) and any such data processed or stored by third parties on behalf of the Bank and its Subsidiaries, equipment or technology (collectively, "IT Systems and Data"), that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (B) neither the Bank nor its Subsidiaries have been notified of, and each of them have no knowledge of any event or condition that could result in, any security breach, unauthorized access or disclosure or other compromise to their IT Systems and Data that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (C) the Bank and its Subsidiaries have implemented controls, policies, procedures, and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards. The Bank and its Subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(vv) Except with notice to the Designated Underwriter and in compliance with applicable laws, none of the Directed Shares distributed in connection with the Directed Share Program will be offered or sold outside of the United States.

(ww) The Bank has not offered, or caused the Designated Underwriter to offer, Directed Shares to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Bank to alter the customer's or supplier's level or type of business with the Bank or (ii) a trade journalist or publication to write or publish favorable information about the Bank, its business or its products.

1.1.2. Any certificate signed by an officer of the Bank and delivered to the Underwriters or to counsel for the Underwriters, including without limitation the certificate referred to under Section 8.1.10 hereof, shall be deemed to be a representation and warranty by the Bank to the Underwriters as to the matters set forth in Section 1.1.1.

1.2. Representations and Warranties of the Selling Shareholders.

1.2.1. Each Selling Shareholder hereby represents and warrants on the date hereof, and shall be deemed to represent and warrant on the Closing Date, and any other date as specified hereinafter or as the context may require, severally as to itself and not jointly, to each Underwriter, that:

(a) Such Selling Shareholder has, and immediately prior to the Closing Date will have, good and valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code (the "UCC") in respect of, the Shares subject to sale by such Selling Shareholder pursuant to this Agreement on such date free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power to enter into this Agreement and to sell, transfer and deliver all of the Shares which may be sold by such Selling Shareholder pursuant to this Agreement and to comply with its other obligations hereunder and upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such

Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters;

(b) Such Selling Shareholder has been duly formed and is validly existing as an irrevocable or revocable trust (as applicable) under the laws of the State of California;

(c) Upon payment of the purchase price for the Shares to be sold by such Selling Shareholder pursuant to this Agreement, delivery of such Shares, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by the Depository Trust Company ("DTC"), registration of such Shares in the name of Cede or such other nominee and the crediting of such Shares on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the UCC) to such Shares), (A) DTC shall be a "protected purchaser" of such Shares within the meaning of Section 8-303 of the UCC, (B) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Shares and (C) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Shares may be asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, such Selling Shareholder may assume that when such payment, delivery and crediting occur, (x) such Shares will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Bank's share registry in accordance with its articles of incorporation, bylaws and applicable law, rule or regulation, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC;

(d) Such Selling Shareholder executed and delivered to the Bank a Lock-Up Agreement.

(e) Such Selling Shareholder has full legal right, power and authority, and all authorization and approval required by law, to enter into (i) this Agreement and (ii) the Custody Agreement signed by such Selling Shareholder and Raymond James & Associates, Inc**.**, as custodian (the "Custodian"), relating to the deposit of the Shares to be sold by such Selling Shareholder (the "Custody Agreement").

(f) Each of (i) the Agreement and (ii) the Custody Agreement entered into by such Selling Shareholder has been duly and validly authorized, executed and delivered by such Selling Shareholder and is a valid and binding agreement of such Selling Shareholder, enforceable as to such Selling Shareholder in accordance with its terms, except to the extent enforceability may be limited by (i) the application of bankruptcy, reorganization, insolvency and other laws affecting creditors' rights generally and (ii) equitable principles being applied at the discretion of a court before which a proceeding may be brought, except as rights to indemnity and contribution hereunder may be limited by federal or state securities laws. Each Selling Shareholder agrees that the Shares represented by the certificates or book-entry security entitlements held in custody for the Selling Shareholders under such Custody Agreement are subject to the interests of the Underwriters hereunder, that the arrangements made by the Selling Shareholders for such custody are to that extent irrevocable and that the obligations of the Selling Shareholders hereunder shall not be terminated by operation of law, whether by the death of any trustee or trustees or the termination of such trust or the occurrence of any other event.

(g) None of (w) the sale of its Shares by such Selling Shareholder, (x) the execution, delivery or performance by such Selling Shareholder of this Agreement and of the Custody Agreement entered into by such Selling Shareholder, (y) the compliance by such Selling Shareholder with all the provisions hereof and thereof nor (z) the consummation by such Selling Shareholder of the transactions contemplated hereby and thereby (i) requires the approval of any shareholders, members, partners, beneficiaries or other securityholders or any Permit (except such as may be required for the registration of the Shares under the Exchange Act and compliance with the securities or Blue Sky laws of various jurisdictions, all of which will be, or have been, effected in accordance with this Agreement and except for FINRA's clearance of the underwriting terms of the offering contemplated hereby as required under FINRA's Rules of Fair Practice), (ii) conflicts with, or constitutes a breach of, or a default under, such Selling Shareholder's declaration of trust, trust agreement or other organizational documents or any Existing Instrument to which such Selling Shareholder is a party or by which such Selling Shareholder or any property of such Selling Shareholder is bound, (iii) violates any statute, law, regulation, ruling, filing, judgment, injunction, order or decree applicable to such Selling Shareholder or any of its properties, or (iv) results in a breach of, or default under, or the creation or imposition of any Encumbrance upon any property or assets of such Selling Shareholder pursuant to, or requires the consent of any other party to, any Existing Instrument to which such Selling Shareholder is a party or by which such Selling Shareholder or any property of such Selling Shareholder is bound, except for such conflicts, breaches, defaults or Encumbrances which would not reasonably be expected to have a Material Adverse Effect on the ability of the Selling Shareholder to consummate the transactions contemplated by this Agreement.

(h) On each of the date hereof and the Closing Date, the General Disclosure Package and the information in the Offering Circular under the caption "Principal and Selling Shareholders" that specifically relates to such Selling Shareholder does not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) On each of the date hereof and the Closing Date, such Selling Shareholder is not prompted by any material information concerning the Bank or any of its Subsidiaries which is not set forth in the General Disclosure Package and the Offering Circular to sell its Shares pursuant to this Agreement.

(j) Other than the General Disclosure Package and the Offering Circular, such Selling Shareholder (including its agents and representatives, other than the Underwriters, as to which no representation or warranty is given) has not, directly or indirectly, distributed, prepared, used, authorized, approved or referred to any offering material in connection with the offering of the Shares.

(k) Other than excepted activity pursuant to Regulation M under the Exchange Act, such Selling Shareholder has not taken, directly or indirectly, any action designed to, or that might reasonably be expected to constitute, under the Securities Act or otherwise, stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Shares.

(l) Such Selling Shareholder does not have any registration or other similar rights to have any equity or debt securities registered for sale by the Bank under the Form 10 or included in the offering contemplated by this Agreement, except for such rights as are being exercised in the offering contemplated by this Agreement or such rights as have been duly waived.

(m) The Selling Shareholder is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares.

(n) Such Selling Shareholder is familiar with the General Disclosure Package and the Offering Circular and has no knowledge of any material fact, condition or information not disclosed in the General Disclosure Package or the Offering Circular that has had or may have a Material Adverse Effect.

(o) There are no affiliations or associations between (i) any member of FINRA and (ii) such Selling Shareholder, or to such Selling Shareholder's knowledge, any of such Selling Shareholder's trustees, beneficiaries, officers, directors, five percent (5%) or greater security holders or any beneficial owner of such Selling Shareholder's unregistered equity securities.

(p) Neither such Selling Shareholder nor, to the knowledge of such Selling Shareholder, any trustee, beneficiary or agent of such Selling Shareholder has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the FCPA, or any applicable non-U.S. anti-bribery statute or regulation; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(q) The operations of such Selling Shareholder are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws; and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving such Selling Shareholder with respect to any Anti-Money Laundering Laws is pending or, to the knowledge of the Selling Shareholder, threatened. The Selling Shareholder has conducted its businesses in all material respects in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

(r) Neither such Selling Shareholder nor, to the knowledge of such Selling Shareholder, any trustee, beneficiary or agent of such Selling Shareholder, is or has been (i) engaged in any services (including financial services), transfers of goods, software, or technology, or any other business activity related to (A) Sanctioned Countries, (B) the government of any Sanctioned Country, (C) any person, entity or organization located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (D) any person, entity or organization made subject of any Sanctions and the Selling Shareholder will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of or business with any person, or in any country or territory, that currently is the subject to any U.S. sanctions administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of U.S. sanctions administered by OFAC; (i) engaged in any transfers of goods, technologies or services (including financial services) that may assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States laws, rules or regulations; (iii) a person, entity or organization currently the subject of any Sanctions; or (iv) located, organized or resident in any Sanctioned Country.

1.2.2. Any certificate signed by an officer or trustee of a Selling Shareholder and delivered to the Underwriters or to counsel for the Underwriters, including without limitation the certificate referred to under Section 8.1.18 hereof, shall be deemed to be a representation and warranty by such Selling Shareholder to the Underwriters as to the matters set forth in this Section 1.2.1.

2. Agreements to Sell and Purchase.

2.1. Upon the terms and conditions set forth herein, the Selling Shareholders hereby agree to sell the Shares, each Selling Shareholder selling the number of Shares set forth opposite such Selling Shareholder's name on Schedule II hereto, to the Underwriters and upon the basis of representations, warranties, covenants and agreements of the Selling Shareholders contained in Sections 1.2.1 and 4.2 hereof and subject to all the terms and conditions set forth herein, each Underwriter agrees, severally and not jointly, to purchase from the Selling Shareholders at a purchase price of $42.81 per Share (the "Purchase Price Per Share"), the number of Shares set forth opposite the name of such Underwriter in Schedule I hereto (or as such number may be increased as set forth in Section 10 hereof).

3. Terms of Public Offering; Delivery of the Shares and Payment Therefor.

3.1. The Bank and the Selling Shareholders have been advised by you that the Underwriters propose to make a public offering of their respective portions of the Shares as soon after the Form 10, the Offering Circular and this Agreement have become effective as in your judgment is advisable and initially to offer the Shares upon the terms set forth in the Offering Circular. The Bank and the Selling Shareholders acknowledge and agree that the Underwriters may offer and sell the Shares to or through any of their respective "affiliates" (as defined in Rule 405 under the Securities Act) (the "Affiliates").

3.2. Delivery to the Underwriters of the Shares and payment therefor shall be made at the offices of Raymond James & Associates, Inc., 880 Carillon Parkway, St. Petersburg, Florida at 10:00 a.m., St. Petersburg, Florida time, on August 7, 2026, or such other place, time and date not later than 1:30 p.m., St. Petersburg, Florida time, on August 21, 2026 as the Representatives shall designate by notice to the Bank (the time and date of such closing are called the "Closing Date"). The place of closing for the Shares and the Closing Date may be varied by agreement between the Representatives and the Bank; provided, that any postponement of the Closing Date by the Representatives for more than seven (7) business days beyond the originally scheduled Closing Date shall require the prior written consent of the Bank (such consent not to be unreasonably withheld, conditioned or delayed). The Bank and the Selling Shareholders hereby acknowledge that circumstances under which the Representatives may provide notice to postpone the Closing Date as originally scheduled include any determination by the Bank, the Selling Shareholders or the Representatives to recirculate to the public copies of an amended or supplemented Offering Circular or a delay as contemplated by the provisions of Section 10 hereof.

3.3. The Shares to be purchased hereunder shall be delivered to you through The Depository Trust Company ("DTC") on the Closing Date against payment of the aggregate Purchase Price Per Share for the Shares sold hereunder by wire transfer of immediately available funds to accounts specified in writing, not later than the close of business on the business day next preceding the Closing Date by the Selling Shareholders. Payment for the Shares sold by the Selling Shareholders hereunder shall be delivered by the Representatives to the Custodian.

3.4. It is understood that the Representatives have been authorized, for their own accounts and the accounts of the Underwriters, to accept delivery of and receipt for, and make payment of the aggregate Purchase Price Per Share for the Shares that the Underwriters have agreed to purchase. Raymond James and Associates, Inc. and Keefe, Bruyette & Woods, Inc., individually and not as Representatives of the Underwriters, may, but shall not be obligated to, make payment for any Shares to be purchased by any Underwriter whose funds shall not have been received by the Representatives by the Closing Date for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

3.5. Not later than 12:00 p.m. on the second business day following the date the Shares are released by the Underwriters for sale to the public, the Bank shall deliver or cause to be delivered copies of the Offering Circular in such quantities and at such places as the Representatives shall reasonably request.

3.6. Each Selling Shareholder hereby agrees that (i) it will pay all stock transfer taxes, stamp duties and other similar taxes, if any, payable upon the sale or delivery of the Shares to be sold by such Selling Shareholder to the Underwriters, or otherwise in connection with the performance of such Selling Shareholder's obligations hereunder and (ii) the Custodian is authorized to deduct for such payment any such amounts from the proceeds to such Selling Shareholder hereunder and to hold such amounts for the account of such Selling Shareholder with the Custodian under the Custody Agreement.

4. Covenants and Agreements of the Bank.

4.1. Covenants and Agreements of the Bank. The Bank covenants and agrees with the Underwriters as follows:

(a) *Required Filings*. The Bank will, as soon as reasonably practicable, file with the DFPI the Offering Circular and any amendment or supplement to the Offering Circular to the extent required or requested by the DFPI. The Bank will, as soon as reasonably practicable, file with the FDIC the Offering Circular and any amendment or supplement to the Form 10, the Preliminary Offering Circular or the Offering Circular to the extent required or requested by the FDIC. The Bank will furnish copies of the Offering Circular and each Supplemental Offering Materials (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request.

(b) *Delivery of Copies.* The Bank will deliver, without charge, (i) to the Representatives as many copies of any Supplemental Offering Materials and the Offering Circular (including all amendments and supplements thereto and documents incorporated by reference therein) as the Representatives may reasonably request during the Offering Circular Delivery Period (as defined below). As used herein, the term "Offering Circular Delivery Period" means (x) such period of time after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters a prospectus relating to the Shares would be required by the law to be delivered in connection with sales of the Shares by any Underwriter or dealer, if the sale of the Shares were to be conducted as a public offering pursuant to a registration statement filed with the Commission and the Offering Circular were to be considered a prospectus satisfying the requirements of Section 10(a) of the Securities Act (or would be required to be delivered but for Rule 172 under the Securities Act), or (y) such period of time after the execution and delivery of this Agreement as in the opinion of counsel for the Underwriters, the Offering Circular is required by the Financial Code or other applicable California law to be delivered in connection with sales by any Underwriter or dealer, whichever is longer.

(c) *Amendments or Supplements.* Before finalizing the Offering Circular or making or distributing any amendment or supplement to any of the General Disclosure Package or the Offering Circular, the Bank will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Offering Circular or such amendment or supplement for review, and will not file or distribute any such proposed Offering Circular, amendment or supplement to which the Representatives reasonably objects. If, prior to the Closing Date, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Offering Circular, (i) in order to make the statements therein, in the light of the circumstances when the Offering Circular is delivered, not misleading, (ii) if in the reasonable judgment of the Underwriters or counsel for the Underwriters it is otherwise reasonably necessary to amend or supplement the Offering Circular to comply with law or (iii) in order to cause the Offering Circular to comply with the requirements of the FDIC Policy Statement, the Bank agrees to, as soon as reasonably practicable, prepare and furnish at its own expense to the Underwriters, amendments or supplements to the Offering Circular so that the statements in the Offering Circular as so amended or supplemented will not, in the light of the circumstances at the Closing Date and at the time of sale of Shares, be misleading or so that the Offering Circular, as amended or supplemented, will comply with all applicable law.

(d) *Governmental Orders or Notices.* The Bank shall advise the Representatives as soon as reasonably practicable, confirming such advice in writing, of (i) the receipt of any comments from, or any request by, the FDIC, DFPI or any other governmental agency or authority for amendments or supplements to the General Disclosure Package or the Offering Circular or for additional information with respect thereto or (ii) the issuance by the FDIC, DFPI or any other governmental agency or authority of any stop order, or of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes and, if the FDIC, DFPI or any other governmental agency or authority should issue any such order, to make every reasonable effort to obtain the lifting or removal of such order as soon as possible.

(e) *Blue Sky Compliance.* The Bank will qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Shares; provided that the Bank shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(f) *Registrar and Transfer Agent.* The Bank shall engage and maintain, at its expense, a registrar and transfer agent for the Shares.

(g) *Listing*. The Bank will use its best efforts to maintain the listing of the Common Stock (including the Shares) on NASDAQ.

(h) *Absence of Manipulation.* The Bank will not take, and will use commercially reasonable efforts to prohibit any Affiliate of the Bank from taking, directly or indirectly, any action designed to or that has constituted or that reasonably would be expected to cause or result in the stabilization or manipulation of the price of any security of the Bank in connection with the offering of the Shares, except that the Bank makes no agreement as to the activities of any Underwriter.

(i) *Performance of Obligations.* The Bank will do and perform all things required or reasonably necessary to be done and performed under this Agreement by it prior to the Closing Date, and to satisfy all conditions precedent to the Underwriters' obligations hereunder to purchase the Shares.

(j) *Emerging Growth Company*. The Bank will, as soon as reasonably practicable, notify the Representatives if the Bank ceases to be an Emerging Growth Company at any time prior to the completion of the Lock-Up Period.

(k) *Testing-the-Waters Communications.* If at any time following the distribution of any Written Testing-the-Waters Communication and until the Closing Date there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Bank will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission. The Bank will promptly notify the Representatives of (A) any distribution by the Bank of Written Testing-the-Waters Communications and (B) any request by the FDIC for information concerning the Written Testing-the-Waters Communications.

(l) *Restriction on Sale of Securities*. For a period commencing on the date hereof and ending on the 180th day after the date of the Offering Circular (the "**Lock-Up Period**"), the Bank agrees not to, directly or indirectly, (A) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock (other than the securities and shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans existing on the date hereof or pursuant to currently outstanding options, warrants or rights not issued under one of those plans), or sell or grant options, rights or warrants with respect to any shares of Common Stock or securities convertible into or exchangeable for Common Stock (other than the grant of options or other equity awards pursuant to plans existing on the date hereof), (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such shares of Common Stock, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise, (C) make any demand for or exercise any right or cause to be filed or confidentially submitted a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible, exercisable or exchangeable into Common Stock or any other securities of the Bank, or (D) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Representatives, on behalf of the Underwriters, and to cause each officer, director and Selling Shareholder of the Bank set forth on Schedule V hereto to furnish to the Representatives, prior to the Closing Date, a letter or letters, substantially in the form of Exhibit A hereto (the "Lock-Up Agreements").

(m) *Restrictions on Supplemental Offering Materials*. Before preparing, using, authorizing, approving or referring to any Supplemental Offering Materials, the Bank will furnish to the Representatives and their counsel a copy of the proposed Supplemental Offering Materials and will not prepare, use, authorize, approve or refer to any such Supplemental Offering Materials to which the Representatives reasonably object.

(n) *Copies of Reports*. For one year after the date of the Offering Circular, the Bank will furnish to the Representatives a copy of its reports filed with the FDIC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act; provided that the requirements of this Section shall be deemed satisfied upon the posting of such reports or active hyperlinks thereto on the Bank's website.

(o) *Restriction of Shares sold under the Directed Share Program*. In connection with the Directed Share Program, to ensure that the Directed Shares will be restricted from sale, transfer, assignment, pledge or hypothecation to the same extent as sales and dispositions of Common Stock by the Bank are restricted pursuant to Section 4.1(l), and the Designated Underwriter will notify the Bank as to which Participants will need to be so restricted. At the request of the Designated Underwriter, the Bank will direct the transfer agent to place stop transfer restrictions upon such securities for such period of time as is consistent with Section 4.1(l).

4.2. Covenants and Agreements of the Selling Shareholders. Each Selling Shareholder covenants and agrees with the Underwriters as follows:

(a) Such Selling Shareholder will review the Offering Circular and will comply with all agreements and satisfy all conditions on its part to be complied with or satisfied pursuant to this Agreement on or prior to the Closing Date and will advise the Underwriters prior to the Closing Date if any statements to be made on behalf of such Selling Shareholder in the certificate contemplated by Section 8.1.18 hereof would be inaccurate if made as of the Closing Date.

(b) On the Closing Date, all stock transfer and other taxes (other than income taxes) that are required to be paid in connection with the sale and transfer of the Shares to be sold by such Selling Shareholder to the Underwriters hereunder will have been fully paid for by such Selling Shareholder and all laws imposing such taxes will have been fully complied with.

(c) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Code and the regulations promulgated thereunder, with respect to the transactions herein contemplated, such Selling Shareholder will deliver to you at least two (2) days prior to the Closing Date a properly completed and executed United States Treasury Department Substitute Form W-9 (the "Tax Form").

(d) Such Selling Shareholder will immediately notify the Representatives of (i) any change in the information contained in the General Disclosure Package or the Offering Circular, (ii) any Material Adverse Effect that comes to the attention of such Selling Shareholder, (iii) any new material information relating to the Bank or relating to any matter stated in the General Disclosure Package or the Offering Circular that comes to the attention of such Selling Shareholder.

(e) Other than excepted activity pursuant to Regulation M under the Exchange Act, such Selling Shareholder will not at any time, directly or indirectly, take any action designed to, or that might reasonably be expected to cause, result in or constitute, stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Shares or for any other purpose.

5. Expenses.

5.1. Whether or not the transactions contemplated hereby are consummated or this Agreement becomes effective or is terminated, the Bank agrees to pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Bank's counsel and accountants in connection with the offering of the Shares and the registration under the Exchange Act and all other expenses in connection with the preparation, printing and filing of the Form 10, each Preliminary Offering Circular, any Offering Circular, each Supplemental Offering Material and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the printing and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Form 10, each Preliminary Offering Circular, any Offering Circular, each Supplemental Offering Material, the Blue Sky memoranda, this Agreement, and all amendments or supplements to any of them as may be reasonably requested for use in connection with the offering and sale of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws or Blue Sky laws, including reasonable attorneys' fees and out-of-pocket expenses of the counsel for the Underwriters in connection therewith; (iv) the filing fees incident to securing any required review by FINRA of the fairness of the terms of the sale of the Shares and the reasonable fees and disbursements of the Underwriters' counsel relating thereto; (v) the fees and expenses associated with listing the Shares on Nasdaq; (vi) the costs and charges of any transfer agent or registrar or the Custodian; (vii) all fees and expenses (including fees and expenses of counsel) of the Bank in connection with approval of the Shares by DTC for "book-entry" transfer, (viii) the cost of the tax stamps, if any, in connection with the issuance and delivery of the Shares to the respective Underwriters; (ix) all fees and disbursements of counsel incurred by the Underwriters in connection with the Directed Share Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the Underwriters in connection with the Directed Share Program; (x) the transportation, lodging, graphics and other expenses incidental to the Bank's preparation for and participation in the "road show" for the offering contemplated hereby (it being understood that the Underwriters will pay or cause to be paid the travel and lodging expenses of their representatives); *provided* that, except as provided in this Section 5, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, and the Selling Shareholders shall pay (A) any transfer taxes payable in connection with their respective sales of Shares to the Underwriters and (B) their respective legal fees and expenses; *provided further*, that the Underwriters shall not be entitled to reimbursement of expenses pursuant to this Section 5 in excess of $150,000 (or $75,000 if the aggregate offering amount exceeds $75,000,000).

5.2. If this Agreement shall be terminated by the Representatives after execution pursuant to <u>Section 11</u> hereof or because of any inability, failure or refusal on the part of the Bank or any Selling Shareholder to perform in all material respects any agreement herein or to comply in all material respects with any of the terms or provisions hereof or to fulfill in all material respects any of the conditions of this Agreement, the Bank or the Selling Shareholders, jointly and severally agree to reimburse you and the Underwriters for all out-of-pocket expenses (including travel expenses and reasonable fees and expenses of counsel for the Underwriters, but excluding wages and salaries paid by you) reasonably incurred by you in connection herewith; provided, however, that the aggregate amount of such reimbursable expenses shall not exceed $150,000.

6. <u>Indemnification</u>.

(a) Indemnification of Underwriters by the Bank. The Bank agrees to indemnify and hold harmless each Underwriter and its Affiliates, selling agents, officers, directors and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the General Disclosure Package, the Offering Circular (or any amendment or supplement thereto), any road show materials that constitute Supplemental Offering Materials (or any amendment or supplement thereto), any Written Testing-the-Waters Communication, or any Blue Sky application or other document prepared or executed by the Bank (or based upon any written information furnished by the Bank for use therein) specifically for the purpose of qualifying any or all of the Shares under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "Blue Sky Application") or (ii) any omission or alleged omission to state in any Preliminary Offering Circular, the Offering Circular, any Supplemental Offering Materials or in any amendment or supplement thereto or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(e) hereof) any such settlement is effected with the written consent of the Bank, not to be unreasonably withheld;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against, or appearing as a witness or providing information or documents in connection with any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of (i) any untrue statement or omission or alleged untrue statement or omission made in any Preliminary Offering Circular, the Offering Circular, any Supplemental Offering Materials or in any such amendment or supplement thereto or any Blue Sky Application, in reliance upon and in conformity with any of the Underwriters' Information or (ii) the gross negligence, willful misconduct or bad faith of any Underwriter or any person controlling such Underwriter.

(b) Indemnification of Underwriters and the Bank by the Selling Shareholders. The Selling Shareholders, severally and not jointly, agree to indemnify and hold harmless (x) each

Underwriter and its Affiliates, selling agents, officers, directors and partners and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and (y) the Bank, its directors, its officers, and each person, if any, who controls the Bank within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement, or alleged untrue statement of a material fact contained in the General Disclosure Package, the Offering Circular (or any amendment or supplement thereto), any road show materials that constitute Supplemental Offering Materials (or any amendment or supplement thereto), any Written Testing-the-Waters Communication, or any Blue Sky Application or (ii) any omission or alleged omission to state in any Preliminary Offering Circular, the Offering Circular, any Supplemental Offering Materials or in any amendment or supplement thereto or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the General Disclosure Package, the Offering Circular (or any amendment or supplement thereto), any road show materials that constitute Supplemental Offering Materials (or any amendment or supplement thereto), any Written Testing-the-Waters Communication, or any Blue Sky Application, solely based upon information regarding such Selling Shareholder furnished in writing to the Bank by such Selling Shareholder expressly for use therein;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made solely based on written information regarding such Selling Shareholder furnished to the Bank by such Selling Shareholder expressly for use therein; provided that (subject to Section 6(e) hereof) any such settlement is effected with the written consent of the Selling Shareholder, not to be unreasonably withheld;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against, or appearing as a witness or providing information or documents in connection with any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made solely based on written information regarding such Selling Shareholder furnished to the Bank by such Selling Shareholder expressly for use therein; provided that (subject to Section 6(e) hereof) any such settlement is effected with the written consent of the Selling Shareholder, to the extent that any such expense is not paid under (i) or (ii) above;

provided, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of (i) any untrue statement or omission or alleged untrue statement or omission made in the General Disclosure Package, the Offering Circular (or any amendment or supplement thereto), any road show materials that constitute Supplemental Offering Materials (or any amendment or supplement thereto), any Written Testing-the-Waters Communication, or any Blue Sky Application in reliance upon and in conformity with the Underwriters' Information or (ii) the gross negligence, willful misconduct or bad faith of any Underwriter or any person controlling such Underwriter.

(c) Indemnification of the Bank and Selling Shareholders by the Underwriters. Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Bank, its directors, its officers, the Selling Shareholders and each person, if any, who controls the Bank or a Selling Shareholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 6(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the General Disclosure Package, the Offering Circular (or any amendment or supplement thereto), any road show materials that constitute Supplemental Offering Materials (or any amendment or supplement thereto), any Written Testing-the-Waters Communication, or any Blue Sky Application in reliance upon and in conformity with the Underwriters' Information.

(d) Indemnification for Directed Share Program. In connection with the offer and sale of Directed Shares, and without limitation and in addition to their obligations under the other subsections of this Section 6, the Bank agrees, as soon as reasonably practicable, upon written notice, to indemnify and hold harmless the Designated Underwriter and each person, if any, who controls the Designated Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of the Designated Underwriter (the "Designated Entities") within the meaning of Rule 405 under the Securities Act from and against any and all losses, liabilities, claims, damages and expenses incurred by them as a result of (i) the violation of any applicable laws or regulations of any foreign jurisdictions where Directed Shares have been offered or (ii) the failure of any Participant, who has agreed to purchase Directed Shares, to pay for and accept delivery of the Directed Shares. Under no circumstances will the Designated Entities be liable to the Bank or to any Participant for any action taken or omitted to be taken in connection with the Directed Shares or any transaction effected with any Participant, except to the extent found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the gross negligence or willful misconduct of the Designated Entities.

(e) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a), Section 6(b) or Section 6(d) hereof, counsel to the indemnified parties shall be selected by the Representatives, and, in the case of parties indemnified pursuant to Section 6(c) hereof, counsel to the indemnified parties shall be selected by the Bank. An indemnifying party may participate in such action and to retain its own counsel at its own expense in the defense of any such action; provided, that counsel to the indemnifying party shall not (except with the prior written consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(f) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, from the offering of the Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Shares pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Shares pursuant to this Agreement (before deducting expenses) received by the Bank and the Selling Shareholders, on the one hand, and the total underwriting discount received by the Underwriters, on the other hand, in each case as set forth on the cover of the Offering Circular, bear to the aggregate initial public offering price of the Shares as set forth on the cover of the Offering Circular.

The relative fault of the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Bank and the Selling Shareholders or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Bank, the Selling Shareholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the underwriting discount received by such Underwriter in connection with the Shares underwritten by it and distributed to the public, less any amounts previously paid by such Underwriter pursuant to Section 6(c).

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the number of Shares set forth opposite their respective names in Schedule I hereto and not joint.

For purposes of this Section 7, each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each Underwriter's Affiliates, officers, directors and selling agents shall have the same rights to contribution as such Underwriter, and each director and officer of the Bank, and each person, if any, who controls the Bank or a Selling Shareholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Bank or such Selling Shareholder.

8. Conditions of Underwriters' Obligations.

8.1. The several obligations of the Underwriters to purchase the Shares hereunder are subject to the following conditions which shall be fulfilled on the Closing Date (unless otherwise provided hereinafter or as the context may require):

8.1.1. No Governmental Agency Objections. No stop order shall have been issued, and no proceedings for any of such purposes shall have been initiated or threatened, by the FDIC, the DFPI or any other governmental agency or authority; the Offering Circular and each Supplemental Offering Material shall have been timely filed with the FDIC and the DFPI, to the extent required; no suspension of the qualification of the Shares for offering or sale in any jurisdiction, or the initiation or threatening of any proceedings for any of such purposes, shall have occurred; and all requests for additional information on the part of the FDIC, the DFPI or any other governmental agency or authority shall have been complied with to the reasonable satisfaction of the Representatives.

8.1.2. No Material Untrue Statements of Omissions. No Underwriter shall have discovered and disclosed to the Bank on or prior to such Closing Date that the General Disclosure Package, the Offering Circular, or any amendment or supplement thereto, contains an untrue statement of a fact which, in the opinion of Holland & Knight LLP, counsel for the Underwriters, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

8.1.3. Corporate Proceedings. All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Shares, the General Disclosure Package, and the Offering Circular, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Bank shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters; provided, that any such request for documents or information shall be consistent with requests customarily made in connection with offerings of a similar nature.

8.1.4. No Material Adverse Change. Since the respective dates as of which information is given in the General Disclosure Package and the Offering Circular, (i) there shall not have been any change in the authorized or outstanding Common Stock or any material change in the indebtedness (other than in the ordinary course of business) of the Bank, (ii) except as set forth or contemplated by the General Disclosure Package and the Offering Circular, no material liabilities, obligations or transaction, whether indirect, direct or contingent, that is not in the ordinary course of business or that could reasonably be expected to result in a material reduction in its future earnings shall have been incurred or entered into by the Bank or any of its Subsidiaries, (iii) no material loss or interference with its business or properties from fire, flood, windstorm, accident or other calamity (whether or not insured) that had or could reasonably be expected to have a Material Adverse Effect shall have been sustained by the Bank or any of its Subsidiaries, (iv) no dividends or other distributions with respect to its capital stock shall have been paid or declared by the Bank or any of its Subsidiaries, except for quarterly cash dividends on Common Stock in the ordinary course of business, (v) there shall have been no default under the terms of any class of Common Stock or any outstanding debt obligations of the Bank, (vi) no legal, governmental, regulatory or administrative action, suit, inquiry, proceeding or investigation against or involving the Bank, any of its Subsidiaries or any of their respective properties that is material to the Bank or any such Subsidiary or that could reasonably be expected, individually or in the aggregate, to prevent or affect the transactions contemplated by this Agreement or result in a Material Adverse Effect shall have been instituted or, to the knowledge of the Bank, threatened and, to the knowledge of the Bank, there shall be no basis for any such action, suit, inquiry, proceeding or investigation and (vii) there shall not have been any material change, or any development involving or that may reasonably be expected to result in a material change, in the condition (financial or otherwise), business, management, properties, net worth, results of operations or prospects of the Bank or any of its Subsidiaries that makes it impractical or inadvisable in your reasonable judgment to proceed with the public offering or purchase of the Shares as contemplated hereby.

8.1.5. Absence of Legal Impediment. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would prevent the issuance, sale or delivery of the Shares by the Selling Shareholders; and no injunction or order of any federal, state or foreign court shall have been issued that would prevent the issuance, sale or delivery of the Shares.

8.1.6. Opinions of Counsel to the Bank.

(a) You shall have received the opinions and letters, each dated the Closing Date satisfactory in form and substance to counsel for Underwriters, from Sheppard, Mullin, Richter & Hampton LLP, counsel to the Bank, to the effect set forth in Exhibit B.

(b) In rendering such opinions, counsel may rely, to the extent they deem such reliance proper, as to matters of fact upon certificates of officers of the Bank and of government officials, provided that counsel shall state their belief that they and you are justified in relying thereon. Copies of all such certificates shall be furnished to you and your counsel on the Closing Date.

8.1.7. Selling Shareholders' Counsel Opinion.

(a) You shall have received an opinion of counsel to each Selling Shareholder, dated the Closing Date, satisfactory in form and substance to counsel for the Underwriters to the effect set forth in Exhibit C.

(b) In rendering such opinion, counsel may rely, to the extent they deem such reliance proper, as to matters of fact upon certificates of officers of the Bank and of government officials, provided that counsel shall state their belief that they and you are justified in relying thereon. Copies of all such certificates shall be furnished to you and your counsel on the Closing Date.

8.1.8. Underwriters' Counsel Opinion. You shall have received an opinion of Holland & Knight LLP, as counsel for the Underwriters, dated the Closing Date, with respect to the issuance and sale of the Shares, the Offering Circular and other related matters as you may reasonably request, and the Bank and such counsel shall have furnished to counsel for the Underwriters such documents as they may reasonably request for the purpose of enabling them to pass upon such matters.

8.1.9. Accountants' Comfort Letters. On the date of the Offering Circular, the Representatives shall have received from the Accountants a letter dated the date of its delivery, addressed to the Representatives, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type ordinarily included in accountant's "comfort letters" to underwriters, delivered according to Statement of Auditing Standards No. 72 (or any successor bulletin), with respect to the audited and unaudited financial statements and certain financial information contained in the Form 10 and the Offering Circular. At the Closing Date, the Representatives shall have received from the Accountants a letter dated such date, in form and substance reasonably satisfactory to the Representatives, to the effect that they reaffirm the statements made in the letter furnished by them pursuant to the preceding sentence and have conducted additional procedures with respect to certain financial figures included in the Offering Circular, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to the Closing Date.

8.1.10. Certificate of the Chief Financial Officer. On the date of the Offering Circular and on the Closing Date, the Bank shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its Chief Financial Officer with respect to certain financial data contained in the General Disclosure Package and the Offering Circular, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

8.1.11. Officers' Certificate. The Bank shall have furnished to the Representatives a certificate, dated such Closing Date, of its Chief Executive Officer and its Chief Financial Officer as to such matters as the Representatives may reasonably request, including, without limitation, a statement:

(a) That the representations, warranties and agreements of the Bank in Section 1 are true and correct on and as of the Closing Date, and the Bank has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date;

(b) That no stop order has been issued; and no proceedings or examination for that purpose shall have been initiated or, to the knowledge of such officers, threatened, by the FDIC, DFPI or any other governmental agency or authority, and no suspension of the qualification of the Shares for offering or sale in any jurisdiction shall have been initiated or, to the knowledge of such officers, threatened;

(c) That they have examined the General Disclosure Package and the Offering Circular, and, in their opinion, (A) (1) the Form 10, as of the Effective Date, and (2) the Offering Circular, as of its date and on the Closing Date, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Form 10, in the light of the circumstances under which they were made) not misleading, and (B) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Form 10, the Offering Circular or any Supplemental Offering Materials that has not been so set forth; and

(d) To the effect of Section 8.1.12 and Section 8.1.13 (*provided* that no representation with respect to the judgment of the Representatives need be made).

8.1.12. Subsequent to the execution and delivery of this Agreement and prior to the Closing Date (i) no downgrading shall have occurred in the rating accorded the Bank's debt securities by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act and (ii) no such nationally recognized statistical rating organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Bank's debt securities.

8.1.13. Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) (A) trading in securities generally on any securities exchange that has registered with the Commission under Section 6 of the Exchange Act (including the New York Stock Exchange, The Nasdaq Global Select Market, The Nasdaq Global Market or The Nasdaq Capital Market), or (B) trading in any securities of the Bank on any exchange or in the over-the-counter market, shall have been suspended or materially limited or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a general moratorium on commercial banking activities shall have been declared by federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the effect of international conditions on the financial markets in the United States shall be such) or any other calamity or crisis either within or outside the United States, in each case under items (i) - (iv) above, as to make it, in the judgment of the Representatives after consultation with the Bank (to the extent practicable), impracticable or inadvisable to proceed with the public offering or delivery of the Shares being delivered on the Closing Date on the terms and in the manner contemplated in the Offering Circular.

8.1.14. The Shares shall have been approved for listing on Nasdaq, subject to notice of issuance.

8.1.15. At or prior to the Closing Date, you shall have received a Lock-Up Agreement duly executed by each officer, director and Selling Shareholder of the Bank set forth on Schedule V not to directly or indirectly (i) sell, offer or contract to sell or otherwise dispose of or transfer any shares of Company Securities (as defined therein), whether now owned or acquired after the date of the Offering Circular or with respect to which the power of disposition is acquired after the date of the Offering Circular, or file any offering circular with respect to the foregoing or (ii) enter into any swap or other agreement or any other agreement that transfers, in whole or in part, directly or indirectly, the economic consequences of ownership of Company Securities whether any such swap or transaction is to be settled by delivery of Company Securities, in cash or otherwise; other than as provided in such written commitment before the expiration of one hundred eighty (180) days from the Closing Date, without the prior written consent of the Representatives; provided, that (A) the Representatives shall not release any Company Securities from the restrictions set forth in any Lock-Up Agreement without the prior written consent of the Bank (such consent not to be unreasonably withheld, conditioned or delayed), (B) the Representatives shall provide the Bank with no less than three (3) business days' prior written notice of any proposed release or waiver, together with the identity of the holder(s) to be released and the number and type of Company Securities to be released, and (C) any such release or waiver granted to any officer, director or Selling Shareholder shall be granted on a pro rata basis among all holders subject to Lock-Up Agreements, unless the Bank otherwise consents in writing.

8.1.16. At or prior to the effective date of the Form 10, you shall have received a letter from the Corporate Financing Department of FINRA confirming that such Department has determined to raise no objections with respect to the fairness or reasonableness of the underwriting terms and arrangements of the offering contemplated hereby.

8.1.17. You shall have received satisfactory evidence, as of the Closing Date of the good standing of the Bank and each of the Subsidiaries in their respective jurisdictions of organization and in such other jurisdictions as you may reasonably request, in each case, in writing from the appropriate governmental authorities of such jurisdictions.

8.1.18. You shall be satisfied that, and you shall have received a certificate dated the Closing Date, from each Selling Shareholder to the effect that, as of the Closing Date: (i) the representations and warranties made by such Selling Shareholders in Section 1.2.1 hereof are true and correct in all material respect on the Closing Date and (ii) such Selling Shareholder has complied with all obligations and satisfied all conditions that are required to be performed or satisfied on his or its part at or prior to the Closing Date.

8.1.19. On the Closing Date, each Selling Shareholder shall have delivered its properly completed and executed Tax Form to you in accordance with Section 4.2(c) hereof.

8.1.20. The Bank shall have furnished or caused to have been furnished to you such further certificates and documents as you shall have reasonably requested.

8.2. All such opinions, certificates, letters and other documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to you and your counsel.

8.3. If any of the conditions hereinabove provided for in this Section 8 shall not have been satisfied when and as required by this Agreement, this Agreement may be terminated by you by notifying the Bank of such termination in writing or by telegram at or prior to such Closing Date, but you shall be entitled to waive any of such conditions.

9. **Effective Date of Agreement**. This Agreement shall become effective upon the later of (a) the execution and delivery hereof by the Parties in accordance with Section 21 hereof and (b) release of notification of the effectiveness of the Form 10 by the FDIC; provided, however, that the provisions of Sections 5, 6 and 7 shall at all times be effective as from the execution and delivery of this Agreement by the Parties.

10. **Defaulting Underwriters**.

10.1. If (a) any one or more of the Underwriters shall fail or refuse to purchase Shares that it or they have agreed to purchase hereunder, and (b) the aggregate number of Shares that such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth (1/10) of the aggregate number of the Shares (including after giving effect to any arrangements between you and the Bank for the purchase of the Shares as referred to under Section 10.2(c) hereof), each non-defaulting Underwriter shall be obligated, severally, in the proportion in which the number of Shares set forth opposite its name in Schedule I hereto bears to the aggregate number of Shares set forth opposite the names of all non-defaulting Underwriters or in such other proportion as you may specify in the Agreement Among Underwriters, to purchase the Shares that such defaulting Underwriter or Underwriters agreed, but failed or refused to purchase.

10.2. If (a) any Underwriter or Underwriters shall fail or refuse to purchase the Shares, (b) the aggregate number of Shares with respect to which such default occurs is more than one-tenth (1/10) of the aggregate number of Shares and (c) arrangements satisfactory to you and the Bank for the purchase of such Shares are not made within forty-eight (48) hours after such default, either you or the Bank or any Selling Shareholders shall have the right to:

(i) terminate this Agreement without any liability on the part of any non-defaulting Underwriter or, except as provided in Sections 5, 6 and 7 hereof, the Bank or the Selling Shareholders; or

(ii) postpone the Closing Date, but in no event for longer than seven (7) days, in order that the required changes, if any, in the General Disclosure Package and the Offering Circular or any other documents or arrangements may be effected.

10.3. Any action taken under this Section 10 shall not relieve any defaulting Underwriter from liability in respect of any default thereof under this Agreement.

11. **Termination of Agreement**.

11.1. The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Bank prior to delivery of and payment for the Shares if, prior to that time, any of the events described in Sections 8.1.11, 8.1.12 and 8.1.13

shall have occurred or if the Underwriters shall decline to purchase the Shares for any reason permitted under this Agreement.

11.2. Notice of such cancellation shall be promptly given to the Bank and its counsel by telegraph, telecopy or telephone and shall be subsequently confirmed by letter.

12. Surviving provisions. The provisions of Sections 5, 6 and 7 hereof and the several, and not joint, representations and warranties of the Bank and the Selling Shareholders set forth in Sections 1.1.1 and 1.2.1 of this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter, the Bank, the Selling Shareholders, the Affiliates of any Underwriters, the respective directors or officers of any Underwriters or the Bank or each person, if any, who controls any Underwriter or the Bank or the Selling Shareholders within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, (ii) acceptance of any Shares and payment therefor hereunder and (iii) any termination of this Agreement for any reason whatsoever.

13. Failure of One or More of the Selling Shareholders to Sell and Deliver the Shares.

13.1. If one or more of the Selling Shareholders shall fail to sell and deliver to the Underwriters the Shares to be sold and delivered by such Selling Shareholders at the Closing Date pursuant to this Agreement, then the Underwriters may, at their option, by written notice from the Representatives to the Bank and the Selling Shareholders, either:

(a) terminate this Agreement without any liability on the part of any Underwriter or, except as provided in Sections 5, 6 and 7 hereof, the Bank or the non-defaulting Selling Shareholders;

(b) purchase the Shares that the Bank and the non-defaulting Selling Shareholders have agreed to sell and deliver in accordance with the terms hereof; or

(c) postpone the Closing Date but in no event for longer than seven (7) days in order that the required changes, if any, to the General Disclosure Package and the Offering Circular or any other documents or arrangements may be effected.

13.2. Any action taken under this Section 13 shall not relieve any defaulting Selling Shareholder from liability in respect of any default thereof under this Agreement.

14. Miscellaneous. Except as otherwise provided in Sections 4, 8.3 and 11.2 hereof, notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be delivered:

14.1. to the Bank, to the following address:

River City Bank

2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833
Attention: Brian Killeen

with a copy to:

Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
Attention: David Gershon and Josh Dean

14.2. to the applicable Selling Shareholder, at the address of such Selling Shareholder set forth below:

Shawn L. Devlin Revocable Trust
2480 Natomas Park Drive, Suite 150
Sacramento, California 95833

with copy to:

Troutman Pepper Locke LLP
100 Spectrum Center Drive
Irvine, CA 92618
Attention: Larry A. Cerutti
Email: larry.Cerutti@troutman.com

Jon S. Kelly Marital Trust II
2480 Natomas Park Drive, Suite 150
Sacramento, California 95833

with copy to:

JOHANSON & ASSOCIATES
2020 West El Camino Ave., Suite 115
Sacramento, CA 95833
Attention: Stephen H. Johanson

14.3. to the Underwriters, to the following address:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Aaron C. DiRusso

with a copy to:

Holland & Knight LLP
800 17th Street N.W. Suite 1100
Washington DC. 20006
Attention: Shawn M. Turner and William H. Levay
E-mail: shawn.turner@hklaw.com, william.levay@hklaw.com

15. Benefit. This Agreement has been and is made solely for the benefit of the Underwriters, the Bank, the Selling Shareholders and any other Indemnified Party referred to in Section 6 hereof. Nothing in this Agreement is intended, or shall be construed, to give any other person or entity any legal or equitable right, benefit, remedy or claim under, or in respect of or by virtue of, this Agreement or any provision contained herein.

16. Authority of the Representatives. Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

17. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

18. Entire Agreement. This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering and sale of the Shares, represents the entire agreement among the Bank, the Selling Shareholders and the Underwriters with respect to the preparation of the Form 10, each Preliminary Offering Circular, any Offering Circular, any Supplemental Offering Materials and any Written Testing-the-Waters Communication, the purchase and sale of the Shares and the conduct of the offering contemplated hereby.

19. Amendments and Waivers. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by all the Parties. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after the waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise of any other right, remedy power or privilege.

20. Applicable Law, Arbitration and Waiver of Jury Trial.

20.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles thereunder.

20.2. All claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, shall be settled by final and binding arbitration (the "Arbitration") in New York, New York, in accordance with the commercial rules then prevailing of the American Arbitration Association by a panel of three (3) arbitrators appointed in accordance with the American Arbitration Association commercial rules. The decision of the arbitrators shall be binding on each of the Bank, the Selling Shareholder and the Underwriters and may be entered and enforced in any court of competent jurisdiction by any such Party(ies). Each such Party shall initially bear its own legal fees and costs in connection with the Arbitration provided, however, that each such Party shall pay one-half of any filing fees, fees and expenses of the Arbitration. However, after the issuance of the award, the non-prevailing Party (as determined by the arbitrators) will (i) bear all costs of Arbitration including the cost and expenses of the arbitrators and the cost of the proceedings and (ii) reimburse the prevailing Party for its reasonable and documented costs, expenses, attorneys' fees and other legal expenses incurred in connection with the related dispute and the Arbitration. The Arbitration shall be pursued and brought to conclusion as rapidly as is possible.

20.3. TO THE EXTENT PERMITTED BY LAW, EACH OF THE BANK, THE SELLING SHAREHOLDERS AND THE UNDERWRITERS VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT.

21. Counterparts. This Agreement may be signed in various counterparts, which together shall constitute one and the same instrument. This Agreement shall be effective when, but only when, at least one (1) counterpart hereof shall have been executed on behalf of each Party.

22. No Fiduciary Duty. Notwithstanding any pre-existing relationship, advisory or otherwise, between the Parties or any oral representations or assurances previously or subsequently made by any of the Underwriters, the Bank and the Selling Shareholders acknowledge and agree that (i) nothing herein shall create a fiduciary or agency relationship between the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand; (ii) the Underwriters have been retained solely to act as underwriters and are not acting as advisors, expert or otherwise, to the Bank or the Selling Shareholders in connection with the offering and sale of the Shares or any other services the Underwriters may be deemed to be providing hereunder, including, without limitation, with respect to the public offering price of the Shares, and the Bank and the Selling Shareholder have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate; (iii) the relationship between the Bank and the Selling Shareholders, on the one hand, and the Underwriters, on the other hand, is entirely and solely commercial, and the price of the Shares was established by the Bank, the Selling Shareholders and the Underwriters based on discussions and arms' length negotiations and the Bank and the Selling Shareholders understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (iv) any duties and obligations that the Underwriters may have to the Bank or the Selling Shareholders shall be limited to those duties and obligations specifically stated herein; and (v) notwithstanding anything in this Agreement to the contrary, the Bank and the Selling Shareholders acknowledge that the Underwriters may have financial interests in the success of the offering and sale of the Shares that are not limited to the difference between the price to the public and the purchase price paid to the Bank or the Selling Shareholders for the Shares and such interests may differ from the interests of the Bank or the Selling Shareholders, and the Underwriters have no obligation to disclose, or account to the Bank or the Selling Shareholders for any benefit they may derive from such additional financial interests. The Bank and the Selling Shareholders hereby waive and release, to the fullest extent permitted by the applicable law, any claims it may have against the Underwriters with respect to any breach or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Bank or the Selling Shareholders in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Bank, the Selling Shareholders or any of its shareholders, managers, employees or creditors; provided, however, that nothing in this Section 22 shall limit or waive any claim by the Bank or the Selling Shareholders against any Underwriter arising from such Underwriter's gross negligence, willful misconduct or fraud.

23. **Research Analyst Independence**. The Bank and the Selling Shareholders acknowledge that (a) the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies and (b) the Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Bank, the value of the Common Stock and/or the offering that differ from the views of their respective investment banking divisions. The Bank and the Selling Shareholders hereby waive and release, to the fullest extent permitted by law, any claims that it may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by the Underwriters' independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Bank and/or Selling Shareholders by any Underwriter's investment banking division. The Bank and the Selling Shareholders acknowledge that each of the Underwriters is a full service securities firm and as such, from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in the Common Stock or any other securities of the Bank.

[Remainder of page intentionally left blank – Signature page follows]

Please confirm that the foregoing correctly sets forth the agreement among the Bank, the Selling Shareholders and the Underwriters.

Very truly yours,

River City Bank

/s/ Brian Killeen

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

Jon S. Kelly Marital Trust II

/s/ Stephen A. Fleming

Name: Stephen A. Fleming
Title: Trustee

Shawn L. Devlin Revocable Trust

/s/ Shawn K. Devlin

Name: Shawn K. Devlin
Title: Trustee

CONFIRMED as of the date first above mentioned, on behalf of the Representatives and the Underwriters.

RAYMOND JAMES & ASSOCIATES, INC.

By: /s/ Douglas F. Secord
Authorized Representative

KEEFE, BRUYETTE & WOODS, INC.

By: /s/ Michael Garea

Please confirm that the foregoing correctly sets forth the agreement among the Bank, the Selling Shareholders and the Underwriters.

Very truly yours,

River City Bank

/s/ Brian Killeen

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

Jon S. Kelly Marital Trust II

/s/ Stephen A. Fleming

Name: Stephen A. Fleming
Title: Trustee

Shawn L. Devlin Revocable Trust

/s/ Shawn K. Devlin

Name: Shawn K. Devlin
Title: Trustee

CONFIRMED as of the date first above mentioned, on behalf of the Representatives and the Underwriters.

RAYMOND JAMES & ASSOCIATES, INC.

By: /s/ Douglas F. Secord
Authorized Representative

KEEFE, BRUYETTE & WOODS, INC.

By: /s/ Matthew Escovar

SCHEDULE I

Underwriters

Name:	Number of Shares
Raymond James & Associates, Inc.	1,350,000
Keefe, Bruyette & Woods, Inc.	810,000
D.A. Davidson & Co.	270,000
Stephens Inc.	270,000
Total	2,700,000

SCHEDULE II

Selling Shareholders

Name:	Number of Shares Sold
Jon S. Kelly Marital Trust II	1,350,000
Shawn L. Devlin Revocable Trust	1,350,000
Total	2,700,000

The price per Share to the public shall be $45.00.
The Purchase Price Per Share to the Underwriters shall be $42.81.

SCHEDULE III

General Disclosure Package

1. Preliminary Offering Circular dated July 23, 2026

2. Supplemental Offering Materials listed on Schedule IV hereto

SCHEDULE IV

Supplemental Offering Materials

1. Written Testing-the-Waters Communications
2. Road Show

SCHEDULE V

Persons Subject to Lock-up Agreement

1. Jon S. Kelly Marital Trust II
2. Shawn L. Devlin Revocable Trust
3. Shawn Devlin
4. Frederick J. Durst
5. Steve Fleming
6. Ryan Gilbert
7. Kerry Gordon
8. Eric Johnson
9. David B. Lichtman
10. Michael Newell
11. Gary M. Orr
12. Stephanie Zarate
13. Brian Killeen
14. Dan Franklin
15. Pat Lewis
16. Rosa Cucicea
17. Ken Imwinkelried

EXHIBIT A

Form of Lock-up Agreement

_______, 2026

River City Bank
2480 Natomas Park Drive, Suite 150
Sacramento, CA 95833

RAYMOND JAMES & ASSOCIATES, INC.
KEEFE, BRUYETTE & WOODS, INC.

As Representatives of the other several Underwriters listed in Schedule I to the Underwriting Agreement referred to below

c/o Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

c/o Keefe, Bruyette & Woods, Inc.
787 Seventh Avenue
New York, New York 10019

Re: River City Bank (the "Company") - Restriction on Stock Sales

Dear Sirs:

This letter agreement is delivered to you pursuant to the Underwriting Agreement (the "Underwriting Agreement") to be entered into by and among River City Bank, a California-charter commercial bank (the "Company"), as issuer, the Selling Shareholders listed on Schedule II to the Underwriting Agreement, and Raymond James & Associates, Inc. and Keefe, Bruyette & Woods, Inc., as representatives of the Underwriters as named and defined therein (the "Representatives" or "you").

Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Underwriting Agreement.

Upon the terms and subject to the conditions of the Underwriting Agreement, the Underwriters intend to effect a public offering of the Shares, as described in and contemplated by the Offering Circular (the "Offering").

The undersigned recognizes that it is in the best financial interests of the undersigned, as an [officer/director/owner of stock, options, warrants or other securities] of the Company that the Company complete the Offering.

The undersigned has agreed to enter into this letter agreement to assure the Underwriters that the Common Stock and/or the Company's options, warrants or other securities (together, the "Company Securities") held by the undersigned, now held or hereafter acquired, will not enter the public market at a time that might impair the underwriting effort.

Therefore, as an inducement to the Underwriters to execute the Underwriting Agreement, the undersigned hereby acknowledges and agrees that the undersigned will not (i) offer, sell, contract to sell, pledge, grant any option to purchase or otherwise dispose of (collectively, a "Disposition") of any Company Securities, or any securities convertible into or exercisable or exchangeable for, or any rights to purchase or otherwise acquire, any Company Securities held by the undersigned or acquired by the undersigned after the date hereof, or that may be deemed to be beneficially owned by the undersigned (collectively, the "Lock-Up Securities") pursuant to Securities Exchange Act of 1934, as amended (the "Exchange Act"), for a period commencing on the date hereof and ending one hundred and eighty (180) days after the date of the Offering Circular, inclusive (the "Lock-Up Period"), without the prior written consent of the Representatives, or (ii) otherwise participate as a selling securityholder in any manner in any offering affected by the Company during the Lock-Up Period. The foregoing restrictions are expressly agreed to preclude the undersigned from engaging in any hedging, collar (whether or not for any consideration) or other transaction that is designed to or reasonably expected to lead or result in a Disposition of Lock-Up Securities during the Lock-Up Period, even if such Lock-Up Securities would be disposed of by someone other than such holder. Such prohibited hedging or other transactions would include any short sale or any purchase, sale or grant of any right (including any put or call option or reversal or cancellation thereof) with respect to any Lock-Up Securities or with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from Lock-Up Securities.

The foregoing paragraph shall not apply to (a) transactions relating to Lock-Up Securities or other securities acquired in the open market after the completion of the Offering, (b) bona fide gifts, sales or other dispositions of shares of any class of the Company's capital stock, in each case that are made exclusively between and among the undersigned or members of the undersigned's family, or beneficiaries of the undersigned, or affiliates of the undersigned, including its partners (if a partnership) or members (if a limited liability company); *provided* that it shall be a condition to any transfer or disposition pursuant to this clause (b) that (i) the transferee/donee agrees to be bound by the terms of this letter agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto, (ii) no party (donor, donee, transferor or transferee) shall be required by law to report such transfer or disposition to the Federal Deposit Insurance Corporation ("FDIC") or the California Department of Financial Protection and Innovation ("DFPI"), and no filing by any party (donor, donee, transferor or transferee) pursuant to the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or disposition (other than a filing on a Form 5 made after the expiration of the 180-day period referred to above), and each party (donor, donee, transferor or transferee) shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the 180-day period referred to above, and (iii) the undersigned notifies the Representatives at least two business days prior to the proposed transfer or disposition, (c) the exercise of warrants or the exercise of share options granted pursuant to the Company's share option/incentive plans or otherwise outstanding on the date hereof; *provided*, that the restrictions shall apply to Lock-Up Securities issued upon such exercise or conversion, (d) the establishment of any contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 (a "Rule 10b5-1 Plan") pursuant the Exchange Act; *provided*, *however*, that no sales of Company Securities or securities convertible into, or exchangeable or exercisable for, Company Securities, shall be made pursuant to a Rule 10b5-1 Plan prior to the expiration of the Lock-Up Period (as the same may be extended pursuant to the provisions hereof); *provided further*, that the Company is not required to report the establishment of such Rule 10b5-1 Plan in any public report or filing with the FDIC or the DFPI during the lock-up period and does not otherwise voluntarily effect any such public filing or report regarding such Rule 10b5-1 Plan, and (e) the transfer of Lock-Up Securities to the Company pursuant to any contractual arrangement in effect on the date of this letter agreement that provides for the repurchase of the undersigned's Lock-Up Securities by the Company or in connection with the termination of the undersigned's employment with the Company, provided that such plan does not provide for any transfers of Lock-Up Securities during the 180-day restricted period and provided further that no filing with the FDIC or DFPI or other public announcement shall be required or voluntarily made by the undersigned or any other person in connection therewith.

It is understood that, if the Underwriting Agreement (other than the provisions thereof that survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares, you will release the undersigned from the obligations under this letter agreement.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of Lock-Up Securities if such transfer would constitute a violation or breach of this letter agreement. This letter agreement shall be binding on the undersigned and the respective successors, heirs, personal representatives and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles thereunder. All claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this letter agreement, including, without limitation, any breach of this letter agreement, shall be settled by final and binding arbitration (the "Arbitration") in New York, New York, in accordance with the commercial rules then prevailing of the American Arbitration Association by a panel of three (3) arbitrators appointed in accordance with the American Arbitration Association commercial rules. The decision of the arbitrators shall be binding on the undersigned and may be entered and enforced in any court of competent jurisdiction by the undersigned. The undersigned shall initially bear its own legal fees and costs in connection with the Arbitration provided, however, that it shall pay one-half of any filing fees, fees and expenses of the Arbitration. However, after the issuance of the award, the non-prevailing party (as determined by the arbitrators) will (i) bear all costs of Arbitration including the cost and expenses of the arbitrators and the cost of the proceedings and (ii) reimburse the prevailing party for its reasonable and documented costs, expenses, attorneys' fees and other legal expenses incurred in connection with the related dispute and the Arbitration. The Arbitration shall be pursued and brought to conclusion as rapidly as is possible. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LETTER AGREEMENT.

Very truly yours,

Signature of Securityholder

EXHIBIT B

Form of Opinion of Counsel to the Bank

(-) The Form 10 has become effective. The Bank is not required to file the Preliminary Offering Circular or the Offering Circular with the DFPI pursuant to the Financial Code. Based solely on a search of enforcement decisions and orders on the FDIC's website at https://orders.fdic.gov/s/, no enforcement decision or order from the FDIC has been issued regarding the Form 10, and, to our knowledge, no proceedings for any of such purposes have been initiated or threatened, by the FDIC or the DFPI.

(-) The Supplemental Offering Materials, and each Written Testing-the-Waters Communication included in the Supplemental Offering Materials, each as of the Applicable Time, and the Offering Circular as of its date (other than the notes and other financial, statistical and accounting data included therein and any document incorporated therein by reference, as to which we express no opinion) complied as to form in all material respects with the disclosure requirements of the FDIC Policy Statement and the Financial Code, as applicable.

(-) The Bank (a) has been duly organized as a California-chartered bank and is validly existing, (b) is in good standing under the laws of the State of California, and (c) has the corporate power and authority to conduct its business as described in the Offering Circular.

(-) The Bank has an authorized capitalization as set forth in the Offering Circular and all of the issued and outstanding shares of the Bank's capital stock have been duly and validly authorized and issued, are fully paid and non-assessable.

(-) The authorized capital stock of the Bank conforms in all material respects to the descriptions thereof contained in the Offering Circular.

(-) The Shares to be sold by the Selling Shareholders have been duly and validly authorized and issued, are fully paid and non-assessable.

(-) The Bank has the corporate power to execute and deliver the Underwriting Agreement and to perform its obligations thereunder and has taken all corporate action necessary to authorize the execution and delivery of the Underwriting Agreement and the performance of its obligations thereunder.

(-) The Underwriting Agreement has been duly executed and delivered by the Bank.

(-) The issuance of the Shares to be offered and sold by the Selling Shareholders pursuant to the Underwriting Agreement are not subject to preemptive or similar rights under the California Corporations Code, the Bank's articles of incorporation, bylaws or any agreement filed as an exhibit to any document incorporated into the Offering Circular (each, a "Material Agreement").

(-) The execution, delivery and performance by the Bank of the Underwriting Agreement (other than performance under the indemnification section of the Underwriting Agreement, as to which no opinion is rendered), the compliance by the Bank with the terms thereof, and the consummation of the transactions contemplated by the Underwriting Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Bank or any of its subsidiaries pursuant to, any Material Agreement, (b) result in any violation of the provisions of the Bank's articles of incorporation or bylaws or (c) result in the violation of any law or statute or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Bank, except, in the case of clauses (a) and (c) above, for such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(-) No consent, approval, authorization, order, registration or qualification of or with any federal, California state or New York state governmental authority or, to our knowledge, any federal, California state or New York state court is required for the execution, delivery and performance by the Bank of the Underwriting Agreement, the compliance by the Bank with the terms thereof, and the consummation of the transactions contemplated by the Underwriting Agreement, except (a) for the filing of the Form 10 with the FDIC, (b) such as have been obtained or made by the Bank and are in full force and effect, (c) such as may be required under state securities or Blue Sky laws, as to which we express no opinion, and (d) such as may be required from FINRA, as to which we express no opinion.

(-) The statements in the Preliminary Offering Circular and the Offering Circular under the headings "Material U.S. federal tax considerations," "Description of capital stock" and "Supervision and regulation," to the extent that they constitute summaries of the terms of capital stock, matters of law or regulation or legal conclusions, are accurate in all material respects and fairly summarize the matters described therein in all material respects; and to our knowledge, there are no current or pending legal, governmental or regulatory actions, suits or proceedings that would be required to be described in the General Disclosure Package or the Offering Circular under the Securities Act if the Shares were being registered under the Securities Act, under the FDIC Policy Statement and under the Financial Code and that are not so described in the General Disclosure Package and the Offering Circular.

(-) We are not representing the Bank in connection with any communication from any Governmental Entity asserting that the Bank is not in compliance with any statute, law, rule, regulation, decision, directive or order.

(-) The Bank is not required to register as an "investment company" within the meaning of the Investment Company Act of 1940.

(-) It is not necessary, in connection with the sale of the Shares to the Underwriters and the offer, resale and delivery of the Shares by the Underwriters in the manner contemplated by this Agreement, the General Disclosure Package and the Offering Circular, to register the Shares under the Securities Act.

Such counsel shall in a separate letter state that in the course of such counsel's participation in conferences with representatives of the Bank, with representatives of its independent accountants, and with representatives of the Underwriters and its counsel at which conferences the contents of the General Disclosure Package and the Offering Circular and any amendment and supplement thereto filed prior to the Closing Date and related matters were discussed and, although such counsel assume no responsibility for the accuracy, completeness or fairness of the General Disclosure Package, the Offering Circular and any amendment or supplement thereto filed prior to the Closing Date (except as expressly provided above), nothing has come to the attention of such counsel to cause such counsel to believe that (i) the General Disclosure Package as of the Applicable Time (which such counsel may assume to be the date of the Underwriting Agreement) contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) the Offering Circular or any amendment or supplement thereto filed prior to the Closing Date as of its date and the Closing Date (including the documents that are incorporated by reference therein) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the financial statements and related notes, the financial tables and other financial, statistical and accounting information contained therein, as to which such counsel need express no belief).

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Bank and public officials that are furnished to the Underwriters.

The opinion of Sheppard, Mullin, Richter & Hampton LLP described above shall be rendered to the Underwriters at the request of the Bank and shall so state therein.

EXHIBIT C

Project Borrego
Form of Opinion of Counsel to the Selling Shareholders

(i) Selling Shareholder is a trust, duly established and validly existing under the laws of the State of California, with full trust power and authority to conduct its business as presently conducted.

(ii) Selling Shareholder has all requisite power and authority to enter into the Underwriting Agreement and to offer, sell and deliver the Shares to be sold by it to the Underwriters as provided in the Underwriting Agreement. The Underwriting Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, Selling Shareholder enforceable against Selling Shareholder in accordance with its terms, except to the extent enforceability may be limited by (A) bankruptcy, reorganization, insolvency or other laws affecting enforcement of creditors' rights generally and (B) equitable principles being applied at the discretion of a court before which any proceeding may be brought, and except as to indemnity and contribution hereunder may be limited by federal or state securities laws.

(iii) When delivered to the Underwriters against payment therefor in accordance with the terms of the Underwriting Agreement, (A) the Shares to be sold to the Underwriters by Selling Shareholder will be free of any preemptive or similar rights that entitle or may entitle any person to acquire any Shares upon the sale thereof by Selling Shareholder and (B) good and valid title to such Shares, free and clear of any Encumbrance (other than any arising by or through the Underwriters), will pass to each Underwriter that has purchased any portion of such Shares in good faith and without knowledge of any such Encumbrance.

(iv) Neither the offer, sale or delivery of the Shares by Selling Shareholder, the execution, delivery or performance by Selling Shareholder of the Underwriting Agreement, or the compliance by Selling Shareholder with all provisions of the Underwriting Agreement, nor the consummation by Selling Shareholder of the transactions contemplated by the Underwriting Agreement (A) conflicts or will conflict with or constitutes or will constitute a breach of, or a default under, the organizational documents of Selling Shareholder or any Existing Instrument listed in Schedule I to which Selling Shareholder is a party or by which any of its properties is bound or (B) violates or will result in any violation of any Relevant Law or any order or decree that is known to such counsel of any New York or United States federal court and is applicable to Selling Shareholder or any of its properties.

(v) No approval of any beneficiaries of Selling Shareholder or Permit is required on the part of Selling Shareholder (except such may be required under state securities or Blue Sky laws governing the offering and sale of the Shares) for the valid sale of the Shares to the Underwriters by Selling Shareholder pursuant to the Underwriting Agreement.

(vi) The Custody Agreement entered into by Selling Shareholder has been duly authorized, executed and delivered by Selling Shareholder and is a valid, legal and binding agreement of Selling Shareholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by (i) bankruptcy, reorganization, insolvency or other laws affecting enforcement of creditors' rights generally and (ii) equitable principles being applied at the discretion of a court before which any proceeding may be brought, and except as to indemnity and contribution may be limited by federal or state securities laws.

Such counsel expresses no opinion as to any laws other than the laws of the State of New York, the laws of the State of California and the federal laws of the United States of America, that, in each case, in the experience of such counsel, it recognizes are normally applicable to transactions of the type contemplated by the Underwriting Agreement and are not applicable as a result of the particular business entity or ownership (the "**Relevant Laws**"). Without limiting the foregoing such counsel expresses no opinion with respect to federal or state securities laws.

In rendering such opinion, such counsel may rely as to matters of fact on certificates of the Selling Shareholder, the responsible officers of the Bank and public officials.

River City Bank Announces Closing of Initial Public Offering

Sacramento, CA, August 7, 2026 - River City Bank (NASDAQ: RCBC) (the "Bank") today announced the successful completion of its initial public offering (IPO) of 2,700,000 shares of its common stock at a public offering price of $45.00 per share. The Bank's common stock began trading on the Nasdaq Capital Market under the symbol "RCBC" on August 6, 2026.

The offering consisted solely of existing shares held by two of the Bank's long-time shareholders associated with the family of the Bank's founder, Jon Kelly. As a result, the IPO was structured as a 100% secondary offering, with no new shares issued by the Bank. The offering provides increased liquidity for shareholders without diluting existing ownership interests or altering the Bank's capital position.

The IPO established a public market for the Bank's common stock, enhancing trading liquidity, increasing River City Bank's visibility within the investment community, broadening access to potential investors, and supporting the Bank's long-term strategic objectives.

"The IPO represents a major milestone in the Bank's history," said Steve Fleming, Chief Executive Officer of the Bank. "By creating a more liquid market for existing shares without raising new capital or diluting ownership, the IPO aligns the interests of the Bank, its shareholders, and future investors. This event reflects the strength of the franchise that we have built over more than five decades and positions River City Bank for continued long-term success. Our commitment to creating shareholder value remains unchanged, and we will continue to serve our customers with the same relationship-focused approach and dedication to our employees, partners, and shareholders that have defined River City Bank for the past 53 years."

Shawn Kelly Devlin, Chairman of the Board, said, "We look forward to beginning this next chapter as a public company. We are excited to welcome new investors who share our long-term vision while increasing River City Bank's visibility within the investment community and honoring the legacy and values that have brought us to this moment."

Raymond James & Associates, Inc. and Keefe, Bruyette & Woods, a Stifel Company, served as joint book-running managers for the offering. D.A. Davidson & Co. and Stephens Inc. served as co-managers.

A Registration Statement on Form 10 relating to the securities has been declared effective by the Federal Deposit Insurance Corporation. The offering was made solely by means of an Offering Circular. Copies of the Offering Circular may be obtained from Raymond James & Associates, Inc. at (800) 248-8863 or prospectus@raymondjames.com, or from Keefe, Bruyette & Woods, a Stifel Company, at (800) 966-1559 or USCapitalMarkets@kbw.com.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of any such state or jurisdiction.

About River City Bank

With more than five decades of operating history, River City Bank has built a reputation for relationship-focused service, disciplined growth, and specialized expertise across commercial banking, commercial real estate, clean energy, public sector banking, and other key industries. Under the leadership of President and CEO, Steve Fleming, and Chairman of the Board, Shawn Kelly Devlin, River City Bank has expanded its customer base, geographic reach, and specialty banking capabilities while maintaining its locally rooted ownership and governance. As of June 30, 2026, River City Bank had approximately $6.0 billion in assets, $4.7 billion in gross loans, and $5.4 billion in deposits. The Bank continues its commitment to delivering concierge banking solutions and exceptional client service.

Company Contacts:

Brian Killeen
EVP – Chief Financial Officer
IR@rivercitybank.com
(916) 567-2702

Pamela Hansen
VP – Director of Marketing and Events
marketingRCB@rivercitybank.com
(916) 567-2622

Forward-Looking Statements

This press release contains “forward-looking statements.” These forward-looking statements represent plans, estimates, objectives, goals, guidelines, expectations, intentions, projections and statements of River City Bank’s beliefs concerning future events, business plans, objectives, operating results and the assumptions upon which those statements are based. Forward-looking statements include without limitation, any statement that may predict, forecast, indicate or imply future results, performance or achievements, and may be identified with words such as “may,” “could,” “should,” “will,” “would,” “believe,” “anticipate,” “estimate,” “expect,” “aim,” “intend,” “plan” or words or phrases of similar meaning. The Bank cautions that forward-looking statements are based largely on the Bank’s expectations and are subject to a number of known and unknown risks and uncertainties that are in many instances beyond the Bank’s control and that could cause actual results, performance or achievements to differ materially. These risks and uncertainties include but are not limited to the health of the national and local economies and real estate markets in which the Bank lends or operates; inflation levels and interest rates; the impact of conflicts in the Middle East on the national and global economies and markets; the impact of governmental monetary policy; loan demand and continued portfolio performance; the impact of adverse developments at other banks, including bank failures; changes to valuations of the Bank’s assets and liabilities including the allowance for credit losses, earning assets and intangible assets; the Bank’s ability to manage liquidity; cyber-security risks; operational risks, including the ability to detect and prevent errors and fraud; changes in laws, rules, regulations and accounting standards or interpretations to which the Bank is subject; and the challenges associated with becoming a publicly-traded company. These and other important factors are detailed in the “Risk Factors” section of the Bank's Registration Statement on Form 10 filed with the FDIC and other filings the Bank makes with the FDIC, which are available without charge on the FDIC's website (https://securitiesfilings.fdicconnect.fdic.gov/) and on the investor relations section of the Bank's website at www.rivercitybank.com. New risks and uncertainties may emerge from time to time, and it is not possible for us to predict their occurrence or how they will affect us. The Bank cautions you not to place undue reliance on the Bank's forward-looking information and statements. Any forward-looking statements are made only as of the date of this release, and the Bank disclaims any duty to revise or update the forward-looking statements to reflect actual results or changes in the factors affecting the forward-looking statements, except as specifically required by law.