

AGREEMENT AND PLAN OF MERGER

DATED AS OF SEPTEMBER 11, 2023

BY AND AMONG

PCB FINANCIAL, INC.

AND

NORTHERN CALIFORNIA BANCORP, INC.

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EXHIBITS

Exhibit A	Form of NCB Shareholder Agreement
Exhibit A-1	List of NCB Shareholders Entering into NCB Shareholder Agreements
Exhibit B	Form of Non-Solicitation, Non-Competition and Confidentiality Agreement
Exhibit B-1	List of NCB Directors and Officers Entering into Non-Solicitation, Non-Competition and Confidentiality Agreement
Exhibit C	Form of Election to Receive PCB Common Stock Agreement
Exhibit C-1	List of Shareholders Entering into Election to Receive PCB Common Stock
Exhibit D	Form of Agreement of Merger
Exhibit E	Form of Separation and Release Agreement
Exhibit E-1	List of Persons to Enter into Separation and Release Agreement
Exhibit F	Cooperation Agreement
Exhibit F-1	List of Shareholders Entering into Cooperation Agreement

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of September 11, 2023 (this “**Agreement**”), is made and entered into by and among PCB Financial, Inc. a California corporation (“**PCB**”), and Northern California Bancorp, Inc., a California corporation (“**NCB**”), with reference to the following recitals:

RECITALS

WHEREAS, each of the Boards of Directors of PCB and NCB: (i) have unanimously determined that this Agreement and the business combination and related transactions contemplated hereby are in the best interests of their respective institutions and shareholders; (ii) have determined that this Agreement and the transactions contemplated hereby are consistent with and in furtherance of their respective business strategies; and (iii) have adopted resolutions approving this Agreement and declaring its advisability;

WHEREAS, subject to the terms and conditions of this Agreement, PCB desires to acquire all of the issued and outstanding shares of NCB common stock, no par value (collectively, the “**NCB Common Stock**”), in exchange for cash and stock consideration, through the merger of PCB Merger Corp, a California corporation (“**Merger Sub**”) a wholly-owned subsidiary of PCB which was organized specifically to facilitate this transaction, with and into NCB, with NCB surviving the merger as the wholly-owned subsidiary of PCB (the “**Merger**”);

WHEREAS, the parties intend that the Merger will be treated as an exchange within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”);

WHEREAS, subject to the terms and conditions of this Agreement, prior to the Merger, PCB will become the bank holding company for NCB and, in turn, Monterey County Bank, a California state-chartered bank and a wholly owned subsidiary of NCB (the “**Bank**”) with the Bank continuing its operations under its California state bank charter;

WHEREAS, as a condition to the willingness of PCB to enter into this Agreement and simultaneously with the execution of this Agreement, each shareholder of NCB listed in **Exhibit A-1** hereto has entered into an agreement in the form attached hereto as **Exhibit A** (the “**NCB Shareholder Agreement**”) pursuant to which each such shareholder has agreed, upon the terms and conditions set forth therein, among other things, to vote his or her shares of NCB Common Stock in favor of the principal terms of this Agreement;

WHEREAS, as a condition to and simultaneously with the execution of this Agreement, each director and officer of NCB listed in **Exhibit B-1** hereto has entered into an agreement in substantially the form attached hereto as **Exhibit B** (the “**Non-Solicitation, Non-Competition and Confidentiality Agreement**”) pursuant to which each such director and/or officer has agreed, upon the terms and conditions set forth therein, among other things, to restrict his or her activities after consummation of the Merger;

WHEREAS, as a condition to the willingness of PCB to enter into this Agreement and simultaneously with the execution of this Agreement, each shareholder of NCB listed in

Exhibit C-1 hereto has entered into an agreement in the form attached hereto as **Exhibit C** (the “**Election to Receive PCB Common Stock Agreement**”) pursuant to which each such shareholder has agreed, upon the terms and conditions set forth therein, to elect to receive as consideration for all of the shares of NCB Common Stock now held or hereafter acquired by such shareholder, only shares of PCB Common Stock at the Closing (as hereinafter defined); and

WHEREAS, as a condition to the willingness of PCB to enter into this Agreement and simultaneously with the execution of this Agreement, each shareholder of NCB listed in **Exhibit F-1** hereto has entered into an agreement in the form attached hereto as **Exhibit F** (the “**Cooperation Agreement**”) pursuant to which each such shareholder has agreed, upon the terms and conditions set forth therein, to restrict the shareholder’s activities and to cooperate with PCB regarding shares of PCB Common Stock acquired by such shareholder from and after the Closing (as hereinafter defined); and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the business transactions described in this Agreement and to prescribe certain conditions thereto.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE I CERTAIN DEFINITIONS

1.1 **Certain Definitions.** The following terms are used in this Agreement with the meanings set forth below:

“**Accounting Firm**” has the meaning set forth in Section 6.3(j)(ii).

“**Acquisition Proposal**” means any inquiry, offer or proposal, other than by PCB, whether or not in writing, contemplating, relating to, or that could reasonably be expected to lead to: (i) any transaction or series of transactions involving any merger, consolidation, recapitalization, share exchange, liquidation, dissolution or similar transaction involving NCB or Bank; (ii) any transaction pursuant to which any third party or group acquires or would acquire (whether through sale, lease or other disposition), directly or indirectly, assets of NCB representing, in the aggregate, ten percent (10.0%) or more of the assets of NCB or the Bank; (iii) the issuance, sale or other disposition of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase or securities convertible into, such securities) representing ten percent (10%) or more of the votes attached to the outstanding securities of NCB and/or the Bank; (iv) any tender offer or exchange offer that, if consummated, would result in any third party or group beneficially owning ten percent (10%) or more of any class of equity securities of NCB and /or the Bank; or (v) any transaction which is similar in form, substance or purpose to any of the foregoing transactions, or any combination of the foregoing.

“**Affiliate**” means, with respect to a Person, any Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”), as applied to any Person, means the possession, directly or indirectly, of: (i) ownership, control or power to vote ten percent (10%) or more of the outstanding shares of any class of voting securities of such Person; (ii) control, in any manner, over the election of a majority of the directors, trustees or general partners (or individuals exercising similar functions) of such Person; or (iii) the power to exercise a controlling influence over the management or policies of such Person.

“**Agreement**” means this Agreement and Plan of Merger, as amended or modified from time to time in accordance with Section 8.2.

“**Agreement of Merger**” has the meaning set forth in Section 2.1(b).

“**AML Act**” means the Anti-Money Laundering Act of 2020.

“**Ancillary Agreements**” has the meaning set forth in Section 8.7.

“**Antitakeover Law**” has the meaning set forth in Section 3.1(w).

“**BHCA**” means any the Bank Holding Company Act of 1956, as amended.

“**Bank**” has the meaning set forth in the Recitals.

“**Bank Adjusted Core Deposit Premium**” means the sum, calculated as of the Measurement Date (in accordance with GAAP, consistently applied), of: (i) (A) the balance of the DDA of the Bank multiplied by (B) the DDA Core Deposit Premium Rate; plus (ii) (A) the balance of the MMA of the Bank multiplied by (B) the MMA Core Deposit Premium Rate; plus (iii) (A) the balance of NOW accounts of the Bank multiplied by (B) the NOW Core Deposit Premium Rate.

“**Bank Adjusted Shareholders’ Equity**” means the total shareholders’ equity of the Bank determined in accordance with GAAP, consistently applied, including without limitation, the accumulated unrealized gains or losses that are classified within the other comprehensive income category (the “**AOCI**”) (reflecting the payment of or accrual for all Transaction Expenses, on a pro forma basis if expected to be expensed after the Closing Date), plus the sum of the following: (a) all Transaction Expenses (to the extent they have been paid or accrued or reflected in the pro forma) up to a maximum aggregate of \$200,000; and (b) attorneys’ fees arising directly and exclusively from any actions, claims, suits or hearings brought by shareholders of NCB with respect to this Agreement or the transactions contemplated hereby (but only to the extent they were actually deducted in arriving at the NCB and/or the Bank’s total shareholders’ equity).

“**Bank Board**” means the Board of Directors of the Bank.

“**Bank Secrecy Act**” means the Bank Secrecy Act of 1970, as amended, including, without limitation, the USA PATRIOT Act and the Anti-Money Laundering Act of 2020.

“**Burdensome Condition**” has the meaning set forth in Section 6.1(a).

“**Business Day**” means Monday through Friday of each week, except a legal holiday recognized as such by the United States government or any day on which banking institutions in the State of California are authorized or obligated to close.

“**CARES Act**” has the meaning set forth in Section 4.2(s)(iii).

“**Cash Consideration**” has the meaning set forth in Section 2.2(a)(i).

“**Cash Election**” has the meaning set forth in Section 2.2(a)(i).

“**Cash Election Amount**” has the meaning set forth in Section 2.2(a)(ii).

“**Certificate(s)**” has the meaning set forth in Section 2.2(a)(v).

“**CFC**” means the California Financial Code.

“**CGCL**” means the California General Corporation Law.

“**Closing Date**” means the date on which the Effective Time occurs.

“**Closing**” has the meaning set forth in Section 6.1.

“**Code**” has the meaning set forth in the preamble to this Agreement.

“**Commissioner**” means the Commissioner of the California Department of Financial Protection and Innovation.

“**Community Reinvestment Act**” means the Community Reinvestment Act of 1977, as amended.

“**Confidential Information**” has the meaning set forth in Section 5.18(d).

“**Consents**” has the meaning set forth in Section 5.9.

“**Core Deposits**” means only the following categories of deposits of the Bank: (i) demand deposits accounts (“**DDA**”); (ii) negotiable orders of withdrawal accounts (“**NOW**”); (iii) money market deposit accounts; and (iv) savings accounts of the Bank (money market accounts and savings accounts, collectively, referred to as “**MMA**”); and does not include any other deposit account of the Bank; provided, however, that no deposit account shall be counted more than once so that no deposit account that is included in any one category of deposits shall also be included in any other category of Core Deposits.

“**Core Deposit Premium Rate**” means: (i) ten percent (10.0%) on DDA (the “**DDA Core Deposit Premium Rate**”); (ii) four percent (4.0 %) on MMA (the “**MMA Core Deposit Premium Rate**”); and (iii) six percent (6.0%) on NOW accounts (the “**NOW Core Deposit Premium Rate**”).

“**Core Deposit Shortfall**” means the greater of: (i)(A) Minimum Core Deposit Premium minus (B) the Bank Adjusted Core Deposit Premium; and (ii) \$0.

“**COVID-19**” has the meaning set for in Section 4.2(bb).

“**COVID-19 Regulations**” has the meaning set for in Section 4.2(bb).

“**D&O Insurance**” has the meaning set forth in Section 5.12(c).

“**Deposit**” means a “Deposit,” as defined in 12 U.S.C. Section 1813(l), including, without limitation, outstanding cashier’s checks and other official checks and all uncollected items included in the depositor’s balances and credited on the books and records of a party.

“**Derivatives Contracts**” means any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction or collar transaction relating to one or more currencies, commodities, bonds, equity securities, loans, interest rates, credit-related events or conditions or any indexes, or any other similar transaction or combination of any of these transactions, including collateralized mortgage obligations or other similar instruments or any debt or equity instruments evidencing or embedding any such types of transactions, and any related credit support, collateral or other similar arrangements related to such transactions.

“**Determination**” has the meaning set forth in section 6.3(j)(ii).

“**DFPI**” means the California Department of Financial Protection and Innovation.

“**DFPI Permit**” has the meaning set forth in Section 5.13(a).

“**Disclosure Schedule**” has the meaning set forth in Section 4.1.

“**Dispute Notice**” has the meaning set forth in Section 6.3(j)(ii).

“**Disputed Items**” has the meaning set forth in Section 6.3(j)(ii).

“**Dissenting Share(s)**” has the meaning set forth in Section 2.2(a)(iv).

“**DOL**” has the meaning set forth in Section 4.2(n)(i).

“**Effective Time**” has the meaning set forth in Section 2.1(b).

“**Election Deadline**” has the meaning set forth in Section 2.4(b)(iii).

“**Election Form**” has the meaning set forth in Section 2.4(b).

“**Election Shares**” has the meaning set forth in Section 2.4(b)(iv).

“**Employment Agreement**” has the meaning set forth in the preamble to this Agreement.

“Environmental Laws” means any applicable Law or agreement with any Governmental Authority relating to: (i) the protection, preservation or restoration of the environment (including without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource); and/or (ii) the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Substance. The term Environmental Law includes without limitation: (a) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et. seq.; and all comparable state and local Laws; and (iii) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to the presence of or exposure to any Hazardous Substance.

“Equal Credit Opportunity Act” means the Equal Credit Opportunity Act, as amended.

“Equity Investment” means: (i) an Equity Security; and (ii) an ownership interest in any company or other entity, any membership interest that includes a voting right in any company or other entity, any interest in real estate, and any investment or transaction which in substance falls into any of these categories even though it may be structured as some other form of investment or transaction.

“Equity Security” means any stock, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, or voting-trust certificate; any security convertible into such a security; any security carrying any warrant or right to subscribe to or purchase any such security; and any certificate of interest or participation in, temporary or interim certificate for, or receipt for any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” has the meaning set forth in Section 4.2(n)(iii).

“Exchange Agent” has the meaning set forth in Section 2.4(a).

“Exchange Fund” has the meaning set forth in Section 2.4(a).

“Excluded Shares” means shares of NCB Common Stock owned by NCB or the Bank, in each case not held: (i) in trust accounts, managed accounts and the like, or otherwise held in a fiduciary or agency capacity, that are beneficially owned by third parties; or (ii) in respect of a debt previously contracted, as held immediately prior to the Effective Time.

“Fair Housing Act” means the Fair Housing Act, as amended.

“FDIC” means the Federal Deposit Insurance Corporation.

“**Federal Reserve Act**” means the Federal Reserve Act, as amended.

“**FHLB**” means the Federal Home Loan Bank of San Francisco.

“**FIRPTA**” means the Foreign Investment in Real Property Tax Act of 1980.

“**FRB**” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of San Francisco.

“**GAAP**” means generally accepted accounting principles and practices as in effect from time to time in the United States.

“**Governmental Authority**” means any federal, territorial, state or local court, administrative agency or commission or other governmental authority or instrumentality or self-regulatory organization.

“**Hazardous Substance**” means any substance that is: (i) listed, classified or regulated pursuant to any Environmental Law; (ii) any petroleum, petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive materials, radon or urea-formaldehyde insulation; or (iii) any other substance which is the subject of regulatory action by any Governmental Authority in connection with any Environmental Law.

“**Home Mortgage Disclosure Act**” means the Home Mortgage Disclosure Act, as amended.

“**Indemnified Parties**” has the meaning set forth in Section 5.12.

“**IRS**” has the meaning set forth in Section 4.2(n)(i).

“**Interim Statements**” has the meaning set forth in Section 5.4(c).

“**Knowledge**” as used with respect to a Person (including references to such Person being aware of a particular matter) means those facts that are known or should have been known after reasonable investigation by the executive officers and directors of such Person, and includes any facts, matters or circumstances set forth in any written notice from any Governmental Authority. For purposes of this definition, a “**reasonable investigation**” by a Person shall mean a review by the executive officers and directors of such Person of documents and/or such other information that is reasonably related to the performance of the job functions or oversight responsibilities of such executive officer and/or director.

“**Law(s)**” means any federal, state, local or foreign law (including common law), statute, ordinance, rule, code, regulation, order, judgment, injunction, decree or other legally enforceable requirement.

“**Liens**” means any charge, mortgage, pledge, security interest, restriction, claim, lien or encumbrance.

“Loan Package” has the meaning set forth in Section 3.1(s).

“Loans” has the meaning set forth in Section 3.1(s).

“Material Adverse Effect” means with respect to any party, any effect, change, development or occurrence, individually or in the aggregate, that is material and adverse to the condition (financial or otherwise), assets, Deposits, results of operations, prospects, liabilities or business of such party, and its Subsidiaries, taken as a whole or would materially impair the ability of a party to perform its respective obligations under this Agreement or otherwise materially threaten or materially impede the consummation of the Merger and the other transactions contemplated by this Agreement; provided, however, that a Material Adverse Effect shall not be deemed to include any effect on the referenced party which is caused by: (i) changes in Laws and regulations or interpretations thereof, by Governmental Authorities, that are applicable to banks and bank holding companies; (ii) changes in GAAP or regulatory accounting principles that are applicable to the banks and bank holding companies; (iii) changes in global, national or regional political conditions or general economic (including interest rates) or market conditions in the United States and the State of California, including changes in credit availability and liquidity, currency exchange rates, and price levels or trading volumes in the United States or foreign securities markets affecting other companies in the financial services industry; (iv) general changes in the credit markets or general downgrades in the credit markets; (v) actions or omissions of a party with the prior consent of the other, in contemplation of this Agreement as required or permitted hereunder, as required under any regulatory approval received in connection with this Agreement or which have been waived in writing by the other party; (vi) the public announcement or consummation of the transactions contemplated hereby, including the impact of such transactions on relationships with customers and employees; (vii) any modifications or changes to valuation policies and practices in connection with the transactions contemplated by this Agreement or restructuring charges taken in connection with the transactions contemplated by this Agreement, in each case in accordance with GAAP; (viii) changes in the market price of such party’s common stock; (ix) any failure, in and of itself, to meet internal projections or forecasts of revenue, net income or any other measures of financial performance to be achieved in the future (but not including any underlying causes thereof); (x) epidemics, pandemics, quarantine restrictions, COVID-19 related events such as freight embargoes, lack of transportation, travel restrictions or business closures; or (xi) any outbreak or escalation of hostilities, declared or undeclared acts of war or terrorism; except to the extent that the effects of such change (a) disproportionately affect such party and its Subsidiaries, taken as a whole, as compared to other similarly situated companies in the industry in which such party operates; or (b) would materially impede the ability of such party to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby.

“Maximum Amount” has the meaning set forth in Section 5.14(c).

“Maximum Cash Amount” has the meaning set forth in Section 2.2(a)(ii).

“Measurement Date” has the meaning set forth in Section 5.3(k).

“Merger” has the meaning set forth in the preamble to this Agreement.

“Merger Consideration” has the meaning set forth in Section 2.2(a).

“Merger Documents” has the meaning set forth in Section 2.1(b).

“Minimum Bank Adjusted Shareholders’ Equity” means \$8,745,000.

“Minimum Core Deposit Premium” means \$8,720,000.

“National Labor Relations Act” means the National Labor Relations Act, as amended.
“NCB” has the meaning set forth in the preamble to this Agreement.

“NCB Articles” means the Articles of Incorporation of NCB, as amended.

“NCB Benefit Plans” has the meaning set forth in Section 4.2(n)(i).

“NCB Board” means the Board of Directors of NCB.

“NCB Bylaws” means the Bylaws of NCB, as amended.

“NCB Common Stock” means the common stock, no par value, of NCB.

“NCB Financial Statements” means: (i) the audited statements of financial condition (including related notes and schedules, if any) of NCB as of December 31, 2022 and 2021, and the statements of operations and comprehensive income, shareholders’ equity and cash flows (including related notes and schedules, if any) of NCB for each of the years ended December 31, 2022 and 2021 accompanied by the audit report of Hutchinson and Bloodgood LLP; and (ii) the statements of financial condition of NCB (including related notes and schedules, if any) and the statements of operations and comprehensive income and shareholders’ equity (including related notes and schedules, if any) of NCB with respect to the monthly, quarterly and annual periods ending subsequent to December 31, 2022.

“NCB Loan Participation” has the meaning set forth in Section 3.1(s).

“NCB Loan Property” has the meaning set forth in Section 4.2(p).

“NCB Material Contracts” has the meaning set forth in Section 4.2(l)(i).

“NCB Outstanding Shares” means the number shares of NCB Common Stock issued and outstanding immediately prior to the Effective Time (which is 3,564,000 shares NCB Common Stock as of the date of this Agreement).

“NCB Shareholder Agreement” has the meaning set forth in the Recitals to this Agreement.

“NCB Shareholders Meeting” has the meaning set forth in Section 5.7(b).

“NCB Stock Options” has the meaning set forth in Section 2.3.

“**NDA**” means the confidentiality letter agreement dated January 18, 2023, between Anand Gala and others on behalf of a group of individuals (the “**Group**”), as assigned to PCB by the Group, and NCB.

“**Non-Election Shares**” has the meaning set forth in Section 2.4(b)(iv).

“**Non-Solicitation, Non-Competition and Confidentiality Agreement**” has the meaning set forth in the Recitals to this Agreement.

“**Offering**” has the meaning set forth in Section 5.3.

“**Ordinary Course of Business**” means the ordinary course of business of the Party consistent with past custom and practice (including with respect to nature, scope, magnitude, quantity and frequency).

“**OREO**” means other real estate owned.

“**Outside Date**” has the meaning set forth in Section 7.1(e).

“**Party**” means PCB, Merger Sub, NCB and the Bank.

“**PCB**” has the meaning set forth in the preamble to this Agreement.

“**PCB Articles**” means the Articles of Incorporation of PCB, as amended.

“**PCB Board**” means the Board of Directors of PCB.

“**PCB Bylaws**” means the Bylaws of PCB, amended.

“**PCB Common Stock**” means Voting Common Stock, no par value, of PCB.

“**PCB Shareholders Meeting**” has the meaning set forth in Section 5.7(b).

“**Pension Plan**” has the meaning set forth in Section 4.2(n)(ii).

“**Permitted Encumbrances**” means: (i) Encumbrances for Taxes and other governmental charges and assessments that are not yet due and payable or which are being contested in good faith by appropriate proceedings (provided required payments have been made and adequate accruals or reserves have been established in connection with any such contest); (ii) Encumbrances of carriers, warehousemen, mechanics’ and materialmen and other like Encumbrances arising in the Ordinary Course of Business (provided lien statements have not been filed as of the Closing Date); (iii) easements, rights of way and restrictions, zoning ordinances and other similar Encumbrances affecting real property owned or leased by such party and which do not unreasonably restrict the use thereof in the Ordinary Course of Business; (iv) statutory Encumbrances in favor of lessors arising in connection with any property leased to such party; (v) Encumbrances reflected in the Financial Statements or arising under Material Contracts; and (vi) Encumbrances that will be removed prior to or in connection with the Closing.

“Per Share Core Deposit Shortfall” means (i) the Core Deposit Shortfall divided by (ii) the NCB Outstanding Shares.

“Per Share Shareholders’ Equity Shortfall” means (i) the Shareholders’ Equity Shortfall divided by (ii) the NCB Outstanding Shares.

“Person” means any individual, bank, corporation, partnership, association, joint-stock company, business trust, limited liability company or unincorporated organization.

“Proxy Statement-Offering Circular” has the meaning set forth in Section 5.7(a).

“Record Holder” has the meaning set forth in Section 2.4(b)(i).

“Regulatory Approvals” means the approval, non-disapproval and/or non-objection of any bank regulator or other Governmental Authority that is necessary in connection with the consummation of the Merger, and the related transactions contemplated by this Agreement.

“Representative(s)” has the meaning set forth in Section 2.4(b)(ii).

“Requisite NCB Shareholder Approval” has the meaning set forth in Section 6.1(c).

“Requisite PCB Shareholder Approval” has the meaning set forth in Section 6.1(c).

“Requisite Regulatory Applications” has the meaning set forth in Section 5.3.

“Requisite Regulatory Approval” has the meaning set forth in Section 4.3(e).

“Rights” means, with respect to any Person, warrants, options, rights, convertible securities and other arrangements or commitments of any character that obligate the Person to sell, purchase, issue or dispose of any of its capital stock or other ownership interests or other securities representing the right to purchase or otherwise receive any of its capital stock or other ownership interests.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“Separation and Release Agreements” has the meaning set forth in s Section 6.3(g).

“Shareholder Agreement” has the meaning set forth in the preamble to this Agreement.

“Shares” has the meaning set forth in Section 2.2(a)(i).

“Shareholders’ Equity Shortfall” means the greater of: (i)(A) Minimum Bank Adjusted Shareholders’ Equity minus (B) the Bank Adjusted Shareholders’ Equity; and (ii) \$0.

“Stock Consideration” has the meaning set forth in Section 2.2(a)(i).

“Stock Election” has the meaning set forth in Section 2.2(a)(i).

“Subsidiary” has the meaning ascribed to such term in Rule 1-02 of Regulation S-X of the SEC.

“Surviving Corporation” has the meaning set forth in Section 2.1(a).

“Tax” and **“Taxes”** mean: (i) any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), custom duties, capital stock, franchise, profits, net worth, margin, capital production, withholding, social security (or similar excises), unemployment, disability, ad valorem, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether or not disputed, by any Governmental Authority responsible for imposition of any such tax (domestic or foreign); (ii) liability for the payment of any amount of the type described in clause (i) as a result of being or having been on or before the Closing Date a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which liability of a Person to a Governmental Authority is determined or taken into account with reference to the liability of any other Person; and (iii) liability for the payment of any amount as a result of being party to any tax sharing agreement or with respect to the payment of any amount of the type described in (i) or (ii) as a result of any existing express or implied obligation (including an indemnification obligation).

“Tax Actions” means audits, examinations or similar proceeding or claims or adjustments with respect to Taxes.

“Tax Returns” means any return (including any amended return), declaration or other report (including elections, declarations, claims for refund, schedules, estimates and information returns) with respect to any Taxes (including estimated taxes).

“Third Party Loan Participation” has the meaning set forth in Section 3.2(s).

“Transaction Expenses” means all of the following expenses incurred or reasonably expected to be incurred, whether before or after the Closing Date: (i) all retention payments and bonuses; (ii) all fees, commissions and expenses of all attorneys, accountants financial advisors, investment bankers, and brokers of NCB (the **“Advisors”**) for services rendered solely in connection with the Merger and the transactions contemplated by this Agreement (inclusive of fairness opinion fees and reasonable costs incurred or advanced by the Advisors) whether charged or accrued to NCB or the Bank; (iii) all NCB’s costs and expenses in connection with obtaining the Requisite NCB Shareholder Approval, including the preparation, printing and mailing of the Proxy Statement-Offering Circular, soliciting proxies for and holding and conducting the NCB Shareholders Meeting whether charged or accrued to NCB or the Bank; (iv) premiums and other expenses relating to the purchase of the D&O Insurance; (v) all severance benefits and/or compensation paid or to be paid to or accrued regarding employees or

consultants of NCB or the under or in connection with any employment agreement, change of control agreement, severance and/or release agreement or otherwise.

“**Treasury Regulations**” means the Tax regulations promulgated by the Department of Treasury pursuant to the Code.

“**USA PATRIOT Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended.

“**Valuation**” has the meaning set forth in Section 4.3(f).

1.2 Rules of Construction. Unless the context otherwise specifies and requires, each of the terms defined in this Article I shall, for all purposes of this Agreement, have the meaning set forth herein and be equally applicable to both the singular and the plural forms and to the masculine and the feminine forms of the terms defined.

ARTICLE II THE MERGER AND RELATED MATTERS

2.1 The Merger; Surviving Entity.

(a) **The Merger.** Subject to the terms and conditions of this Agreement, and pursuant to the applicable provisions of the CGCL, the BHCA and, to the extent applicable, the rules and regulations promulgated by the DFPI and the FRB, at the Effective Time: (i) PCB will cause the Merger Sub to merge with and into NCB, with NCB as the surviving corporation and the wholly-owned subsidiary of PCB (NCB in its capacity as the entity surviving the Merger, is sometimes hereinafter referred to as the “**Surviving Corporation**”); (ii) the separate corporate existence of the Merger Sub will cease; and (iii) all of the rights, privileges, powers, franchises, properties, assets, liabilities and obligations of Merger Sub shall be vested in and assumed by the Surviving Corporation. The Merger will be effected pursuant to the provisions of, and with the effects provided in, Chapter 11 of the CGCL,

(b) **The Effective Time.** To effect the Merger, as soon as practicable, but in no event later than the tenth (10th) calendar day after each of the conditions set forth in Article VI hereof has been satisfied or waived (other than those conditions that by their nature are to be satisfied at Closing) or such other time as the parties may agree, the applicable parties hereto will cause an Agreement of Merger substantially in the form attached hereto as **Exhibit D** (the “**Agreement of Merger**”), together with an officers’ certificate certifying: (i) the approval of the Agreement of Merger by the Board of Directors of NCB and the requisite approval of the shareholders of NCB; (ii) an officers’ certificate certifying the approval of the Agreement of Merger by the Board of Directors of Merger Sub and the requisite approval of the shareholder of Merger Sub; and (iii) an officers’ certificate certifying the approval of the Agreement of Merger by the Board of Directors of PCB and the requisite approval of the shareholders of PCB to be filed with the Secretary of State of California (the “**Merger Documents**”). After the filing of the Merger Documents, the Merger will become effective at the time designated in the Merger Documents (the “**Effective Time**”).

(c) Articles of Incorporation and Bylaws of the Surviving Entity. The Articles of Incorporation and the Bylaws of NCB, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation as the surviving entity in the Merger, until the same shall be amended as provided therein and in accordance with applicable Law. The name of the Surviving Corporation shall remain “Northern California Bancorp.”

(d) Directors and Officers of NCB and the Bank. The directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation and the Bank immediately after the Effective Time, in each case until their respective successors are duly elected or appointed.

(e) The Operation of the Bank. Upon the consummation of the Merger, the Bank shall continue its operation under its California state bank charter and the name of the Bank shall remain “Monterey County Bank.”

2.2 Effect on Capital Stock.

(a) Effect on NCB Common Stock. At the Effective Time, as a result of the Merger:

(i) Each share of NCB Common Stock issued and outstanding immediately prior to the Effective Time (individually a “Share” and collectively, the “Shares”), (other than Excluded Shares and Dissenting Shares), shall be entitled to receive consideration (the “Merger Consideration”) by electing to receive a cash payment, without interest (a “Cash Election”), equal to \$2.75 (the “Cash Consideration”) or by electing to receive payment in stock (a “Stock Election”) equal to 2.75 shares of PCB Common Stock (the “Stock Consideration”), subject to adjustment as provided for in this Section 2.2 below. Notwithstanding the foregoing, in the event that there exists a Shareholders’ Equity Shortfall or a Core Deposit Shortfall that is greater than \$0, then:

(A) the Cash Consideration shall be equal to the greater of (1) \$2.75 less the sum of (I) the Per Share Shareholders’ Equity Shortfall and (II) the Per Share Core Deposit Shortfall; and (2) \$2.25; provided, however, that in no event shall the Cash Consideration be greater than \$2.75 or lower than \$2.25; and

(B) the Stock Consideration shall be equal to the greater of (1) that number of shares of PCB Common Stock equal to the greater of 2.75 less the sum of (I) the Per Share Shareholders’ Equity Shortfall and (II) the Per Share Core Deposit Shortfall (in each case expressed as a number and not a dollar amount); and (2) 2.25 shares; provided, however, that in no event shall the Stock Consideration be greater than 2.75 shares or lower than 2.25 shares of PCB Common Stock.

(ii) Each Share for which a Cash Election or a Stock Election has been effectively made and not revoked or lost, shall be converted into the right to receive either the Cash Consideration or the Stock Consideration depending upon the respective election; provided, however, that the aggregate amount of the Cash Consideration elected (the “Cash Election Amount”) shall not exceed Four Million Two Hundred Fifty-Nine Thousand Six Hundred and

Five Dollars (\$4,259,605) (the “**Maximum Cash Consideration**”). To the extent holders of Shares elect to receive cash in excess of the Maximum Cash Consideration, the Maximum Cash Consideration will be prorated as provided in Section 2.4. To the extent that holders of Shares have not made an election to receive Cash Consideration or Stock Consideration, they shall be treated in accordance with Section 2.4.

(iii) Upon the Effective Time, outstanding Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and shall thereafter represent only the right to receive the Merger Consideration and any dividends or distributions with a record date prior to the Effective Time that were declared or made by NCB on such Shares in accordance the terms of this Agreement on or prior to the Effective Time and that remain unpaid at the Effective Time.

(iv) Each Share issued and outstanding immediately prior to the Effective Time, the holder of which is entitled to demand, and who properly demands, the fair market value of such Shares pursuant to, and who complies in all respects with, Chapter 13 of the CGCL with respect to the Merger is referred to herein as a “**Dissenting Share.**” Dissenting Shares owned by an NCB shareholder who has not exchanged his/her/its Certificates representing Shares for certificates representing shares of PCB Common Stock and otherwise has not effectively withdrawn or lost his/her/its dissenter’s rights, shall not be converted into or represent the right to receive the Merger Consideration and shall be entitled only to such rights as are available to such holder pursuant to Chapter 13 of the CGCL. Each holder of Dissenting Shares shall be entitled to receive the value of such Dissenting Shares held by him/her/it in accordance with the applicable provisions of Chapter 13 of the CGCL; provided such holder timely complies with the procedures contemplated by and set forth in the applicable provisions of Chapter 13 of the CGCL. If any holder of NCB Common Stock shall effectively withdraw or lose his/her/its dissenter’s rights under the applicable provisions of Chapter 13 of the CGCL, then the Dissenting Shares held by such NCB shareholder shall be converted into the right to receive the Merger Consideration in accordance with the provisions of this Section 2.2. NCB shall give PCB (a) prompt written notice of any NCB shareholder who is entitled to demand and who properly demands the fair market value of Dissenting Shares, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law relating to Dissenting Shares, and (b) the opportunity to direct all negotiations and proceedings regarding Dissenting Shares; provided that PCB shall act in a commercially reasonable manner in directing any such negotiations or proceedings.

(v) Any reference herein to “**Certificate**” shall be deemed, as appropriate, to include reference to book-entry account statements relating to the ownership of Shares, and it being further understood that provisions herein relating to Certificates shall be interpreted in a manner that appropriately accounts for book-entry shares, including that, in lieu of delivery of a Certificate and a letter of transmittal as specified herein, Shares held in book-entry form may be transferred by means of an “agent’s message” to the Exchange Agent (or such other evidence of transfer as the Exchange Agent may reasonably request) formerly representing any of the Shares (other than Excluded Shares and Dissenting Shares) and shall thereafter represent only the right to receive the Merger Consideration.

(vi) Effect on PCB Common Stock. The shares of PCB Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall not be converted or otherwise affected by the Merger.

(b) Cancellation of Excluded Shares. Each Excluded Share shall, as a result of the Merger and without any action on the part of the holder thereof, cease to be outstanding, be cancelled without payment of any consideration therefor and cease to exist.

(c) Adjustments. Notwithstanding any provision herein to the contrary, if, during the period from the date of this Agreement to the Effective Time, the shares of PCB Common Stock shall be changed into a different number or class of shares by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend thereon shall be declared with a record date within said period, appropriate adjustments shall be made, if necessary, to the Stock Consideration.

2.3 Outstanding Options. At the Effective Time, each option to acquire Shares that is issued and outstanding pursuant to the NCB Compensation and Benefit Plans described in **NCB Disclosure Schedule 4.2(b)(iv) hereto** and the forms of agreements pursuant to which such NCB Stock Options were granted (the “**NCB Stock Options**”), shall automatically become fully vested and shall be cancelled and, subject to NCB’s and PCB’s receipt of an option surrender agreement in the form set forth in the **NCB Disclosure Schedule 4.2(b)(iv) hereto**, converted into the right to receive from NCB a cash payment in an amount, less required withholding taxes, equal to the product of: (i) the number of Shares subject to the NCB Stock Option, multiplied by (ii) the amount by which the Cash Consideration exceeds the exercise price of such NCB Stock Option. If the exercise price of a NCB Stock Option is greater than the Cash Consideration, then at the Effective Time such NCB Stock Option shall be cancelled without any payment made in exchange therefor.

2.4 Election and Proration Procedures

(a) Exchange Agent. At the Effective Time, PCB shall make available or cause to be made available to an exchange agent selected by PCB with NCB’s prior approval, which shall not be unreasonably withheld (the “**Exchange Agent**”), a sufficient number of shares of PCB Common Stock and the Maximum Cash Consideration (less an amount equal to the product of the aggregate number of Dissenting Shares multiplied by the Cash Consideration) in order for the Exchange Agent to distribute the Merger Consideration (the “**Exchange Fund**”).

(b) Exchange Procedures.

(i) Not later than seven (7) Business Days prior to the anticipated Closing Date, PCB shall cause the Exchange Agent to mail to each Person that was, as of the most recent practicable Business Day immediately prior to such date, a holder of Shares (a “**Record Holder**”) (other than holders of Excluded Shares) represented by Certificates: (i) a letter of transmittal (with such provisions as PCB and NCB may reasonably agree) for return to the Exchange Agent and instructions for use in effectuating the surrender of the Certificates in exchange for the Merger Consideration and cash in lieu of fractional shares into which the NCB Common Stock represented by such Certificates shall have been legally converted as a result of

the Merger as of the Effective Time, if any, and an election form and other appropriate customary material in such form as PCB and NCB shall mutually agree (collectively, the letter of transmittal and election form shall be referred to as the “**Election Form**”) permitting such Record Holder, subject to the allocation and election procedures set forth below in this Section 2.4: (A) to specify the number of Shares with respect to which such Record Holder desires to make a Cash Election; (B) to specify the number of Shares with respect to which such Record Holder desires to make a Stock Election; or (C) to indicate that such Record Holder has no preference as to the receipt of cash or PCB Common Stock for such Shares. The Election Form shall specify that delivery shall be effected only upon confirmation by the Exchange Agent that the Record Holder was a holder of the Shares represented by the Certificates as of immediately prior to the Effective Time and delivery of the Certificates to the Exchange Agent. The Election Form shall also specify that the risk of loss and title to the Certificates shall pass only upon delivery of the Certificates to the Exchange Agent. Upon proper surrender of a Certificate for exchange and cancellation to the Exchange Agent (or affidavits of loss in lieu of the Certificates as provided in Section 2.4(g)), together with a properly completed Election Form, duly executed, the Record Holder of such Certificate shall be entitled to receive the Merger Consideration in exchange therefor and the Certificate so surrendered shall be cancelled. No interest will be paid or accrue on the Merger Consideration, or any cash paid in lieu of fractional shares or on any dividends and distributions, if any, payable to the Record Holders.

(ii) Record Holders who hold Shares as a nominee, trustee, or in another representative capacity (a “**Representative**”) may submit multiple Election Forms, provided that each such Election Form covers all of the NCB Common Stock held by that Representative for a particular beneficial owner.

(iii) The term “**Election Deadline**,” as used in this Agreement, shall mean 5:00 p.m. Pacific Time, on the fifteenth (15th) day (or the next following day that is a Business Day) following the mailing date of the Election Forms. An election shall have been properly made only if the Exchange Agent shall have actually received a properly completed Election Form by the Election Deadline. Any Election Form may be revoked or changed by the Record Holder submitting such Election Form to the Exchange Agent, by written notice to the Exchange Agent; provided, however, that the Exchange Agent shall have reasonable discretion to determine whether any election, revocation or change has been properly or timely made and to disregard immaterial defects in the Election Form, and any good faith decisions of the Exchange Agent regarding such matters shall be binding and conclusive. Neither PCB, NCB nor the Exchange Agent shall be under any obligation to notify any Person of any defect in the Election Form.

(iv) No later than five (5) Business Days after the Election Deadline PCB shall cause the Exchange Agent to ascertain the amount of Cash Consideration elected by the Record Holders for whom Election Forms have been submitted prior to the Election Deadline and deemed effectively made and not revoked (the Shares represented by such Election Forms, “**Election Shares**”). Any Shares with respect to which the holder(s) thereof shall not, as of the Election Deadline, have made an election by submission to the Exchange Agent of an effective, properly completed Election Form for Cash Consideration and/or Stock Consideration, (the “**Non-Election Shares**”), shall be deemed to be an election with respect to such Non-Election Shares, to receive Cash Consideration. If the amount of cash elected on behalf of the Election

Shares and the Non-Election Shares is less than the Maximum Cash Amount, then the Exchange Agent shall promptly exchange all Election Shares and Non-Election Shares for the Cash Consideration or the Stock Consideration, as requested pursuant to the Election Shares' Election Forms. If the amount of cash elected on behalf of the Election Shares and Non-Election Shares exceeds the Maximum Cash Amount, then the Exchange Agent shall promptly prorate the Maximum Cash Amount on a pro rata basis to all Election Shares for which Cash Elections have been submitted and the Non-Election Shares. The remaining balance of the Merger Consideration shall be paid to the Election Shares and the Non-Election Shares in PCB Common Stock.

(v) Thereafter, the Exchange Agent shall exchange all Shares promptly upon receipt of effectively submitted and not revoked Election Forms in accordance with Section 2.4(b)(iv).

(vi) All Shares for which Election Forms have requested Stock Consideration shall receive the Stock Consideration.

(vii) In the event of a dispute with respect to ownership of Shares represented by any Certificate, PCB shall be entitled to deposit the Merger Consideration in respect thereof in escrow with an independent third party and thereafter be relieved with respect to any claims thereto.

(c) Distributions with Respect to Unexchanged Shares. All shares of PCB Common Stock to be issued pursuant to the Merger shall be deemed issued and outstanding as of the Effective Time and, whenever a dividend or other distribution is declared by PCB in respect of the PCB Common Stock, the record date for which is at or after the Effective Time, that declaration shall include dividends or other distributions in respect of all shares issuable pursuant to this Agreement. No dividends or other distributions in respect of the PCB Common Stock shall be paid to any holder of any non-surrendered Certificate until such Certificate (or affidavits of loss in lieu of the Certificate as provided in Section 2.4(g)) is surrendered for exchange in accordance with this Article II. Subject to the effect of applicable Laws, following surrender of any such Certificate (or affidavits of loss in lieu of the Certificate as provided in Section 2.4(g)), there shall be issued and/or paid to the holder of the Certificate, without interest: (i) at the time of such surrender, the dividends or other distributions with a record date at or after the Effective Time theretofore payable with respect to such shares of PCB Common Stock and not paid; and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of PCB Common Stock with a record date at or after the Effective Time and a payment date subsequent to the time of such surrender.

(d) Transfers. The Merger Consideration delivered in accordance with the terms of this Article II upon the surrender of the Certificates shall be deemed to have been delivered in full satisfaction of all rights pertaining to such Shares (other than the right to receive the payments and deliveries contemplated by this Article II). At the Effective Time, Record Holders of Certificates shall cease to have rights with respect to NCB Common Stock previously represented by such Certificates, and such Record Holders' sole rights (other than the holders of Certificates representing Dissenting Shares) shall be to exchange such Certificates for the Merger Consideration in respect of the Shares. From and after the Effective Time, there shall be no

further registration of transfers on the stock transfer books of NCB of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate is presented to PCB or the Exchange Agent for transfer, it shall be cancelled and exchanged for the Merger Consideration to which the holder of the Certificate is entitled pursuant to this Article II.

(e) Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of PCB Common Stock will be issued in exchange for Shares. In lieu thereof, any holder of Shares entitled to receive a fractional share of PCB Common Stock shall be entitled to receive a cash payment, which payment shall be calculated by the Exchange Agent as an amount equal to the product of such fractional share interest multiplied by the Cash Consideration. All fractional shares to which a single Record Holder would otherwise be entitled to receive hereunder shall be aggregated and calculations shall be rounded to two decimal places.

(f) Termination of Exchange Fund. Any portion of the Exchange Fund that remains unclaimed by the former shareholders of NCB for 180 days after the Effective Time (or such other time as shall be expressly provided in the agreement with the Exchange Agent with respect to the Exchange Fund) shall, at the request of PCB, be delivered to PCB. Any former shareholder of NCB (other than holders of Excluded Shares and Dissenting Shares) that has not theretofore complied with this Article II shall, after any remaining portion of the Exchange Fund has been delivered to PCB, thereafter look only to PCB for payment of the Merger Consideration (after giving effect to any required tax withholdings as provided in Section 2.5) upon due surrender of his/her/its Certificates (or affidavits of loss in lieu of the Certificates as provided in Section 2.4(g)), without any interest thereon. Notwithstanding the foregoing, none of PCB, the Exchange Agent or any other Person shall be liable to any former holder of Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(g) Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by PCB, the posting by such Person of a bond in customary amount and upon such terms as may be reasonably required by PCB as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will distribute the Merger Consideration with respect to each Share of NCB Common Stock represented by such lost, stolen or destroyed Certificate.

2.5 Withholding Rights. PCB and the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Shares such amounts as it is required to deduct and withhold with respect to the making of such payments under the Code, or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by PCB or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Shares in respect of which such deduction and withholding was made by PCB or the Exchange Agent.

2.6 Additional Actions. If, at any time after the Closing, PCB or NCB consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper to: (a) vest, perfect or confirm, of record or otherwise, in PCB its

right, title or interest in or to or under any of the rights, privileges, powers, franchises, properties or assets of any of NCB or the Bank; or (b) otherwise carry out the purposes of this Agreement, PCB and the Bank and their proper officers and directors or their designees are authorized to execute and deliver, in the name and on behalf of any of NCB or the Bank all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of any of NCB and/or the Bank, all such other acts and things as may be necessary, desirable or proper to vest, perfect or confirm PCB's and the Bank's, as applicable, right, title or interest in or to or under any of the rights, privileges, powers, franchises, properties or assets of NCB and otherwise to carry out the purposes of this Agreement.

2.7 Alternative Structure. Notwithstanding any provision of this Agreement to the contrary, PCB may, after providing NCB at least ten (10) Business Days' written notice, modify the structure of the acquisition of NCB set forth herein, provided that: (i) the consideration to be paid to the holders of NCB Common Stock is not (x) thereby changed in kind or reduced in amount as a result of such modification or (y) negatively impacted from a Tax perspective; and (ii) the change in structure does not delay the Closing of the transaction beyond the Outside Date or cause any of the conditions in Article VI to be not capable of being fulfilled unless duly waived by the Party entitled to the benefits thereof. In the event PCB elects to make such a change, the Parties agree to execute appropriate documents to reflect the change.

ARTICLE III ACTIONS PENDING THE MERGER

3.1 Forbearances by NCB and the Bank. From the date hereof and until the Effective Time, except as expressly contemplated or permitted by this Agreement or required by a Governmental Authority of competent jurisdiction, without the prior written consent of PCB (which such consent shall not be unreasonably withheld or delayed), NCB shall not and cause the Bank not to:

(a) Ordinary Course. Conduct its business other than in the ordinary and usual course consistent with past practice and in compliance with all Laws and prudent business and banking practices, or fail to use commercially reasonable best efforts to preserve its business organization, keep available the present services of its employees and preserve for itself and the other party hereto, the goodwill of its customers and others with whom business relations exist.

(b) Capital Stock. (i) Except as set forth on **Schedule 3.1 of the NCB Disclosure Schedule**, issue, sell or otherwise permit to become outstanding, or authorize the issuance of or creation of, any additional shares of capital stock or any Rights or other Rights (other than the issuance of the NCB Common Stock upon exercise of stock options identified on **Schedule 3.1 of the NCB Disclosure Schedule** in accordance with their respective terms); (ii) adjust, split, combine or reclassify any capital stock; (iii) enter into any agreement, understanding or arrangement with respect to the sale or voting of the NCB Common Stock; or (iv) directly or indirectly redeem, purchase or otherwise acquire any shares of capital stock or equity interests or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of capital stock or equity interests.

(c) Dividends. Make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on, any shares of its capital stock.

(d) Compensation; Employment Agreements; Etc. Except as set forth on **Schedule 3.1(d)(i) of the NCB Disclosure Schedule**, enter into, amend, renew, or accelerate the vesting or payment under, or cease accruing and/or paying salaries, incentives, bonuses and benefits under any employment, consulting, severance, change in control, bonus, salary continuation or other similar agreements, arrangements or benefit plans with any current or former director, officer or employee, including without limitation, changing the termination provisions of any employment arrangement which provides for at-will termination to an arrangement which is not at-will, or grant any salary or wage increase or award any incentive or other bonus payment or increase any employee benefit, except: (i) for changes that are required by applicable Law; (ii) to satisfy contractual obligations existing as of the date hereof as set forth on **Schedule 3.1(d)(ii) of the NCB Disclosure Schedule**; or (iii) for normal annual salary increases made in the Ordinary Course of Business consistent in amount and timing with past practices to employees, provided, however, that no such annual salary increase shall be greater than 103% of the annual salary in effect for such employee as of December 31, 2022.

(e) Hiring. Hire any person as an employee or promote any employee, except: (i) to satisfy contractual obligations existing as of the date hereof as set forth on **Schedule 3.1(e) of the NCB Disclosure Schedule**; or (ii) to fill any vacancies arising after the date hereof and whose employment is terminable at will and who are not subject to or eligible for any severance or similar benefits or payments that would become payable as a result of the transactions contemplated hereby or the consummation thereof.

(f) Benefit Plans. Enter into, establish, adopt, amend, or terminate, or make any contributions to, except (i) as may be required by applicable Law or any NCB Benefit Plan, (ii) to satisfy contractual obligations existing as of the date hereof as set forth on **Schedule 3.1(f) of the NCB Disclosure Schedule**, or (iii) with respect to any action permitted under Sections 3.1(d) or (e), any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan, grant, award or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any current or former director, officer or employee.

(g) Dispositions. Except in the Ordinary Course of Business: (i) sell, transfer, mortgage, license, encumber or otherwise dispose of or discontinue any of its assets, rights, Deposits, business or properties outside the Ordinary Course of Business in a transaction that, in the aggregate, exceeds \$50,000; or (ii) sell, transfer, mortgage, license, encumber or otherwise dispose of any assets, rights, Deposits, business or properties at a price that is less than the book value.

(h) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the Ordinary Course of Business), including by merger or consolidation, purchasing any equity interest in or making any investment in a partnership or joint venture, all or any portion of the assets, business, securities (other than by way of foreclosures or acquisitions in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in

good faith, in each case in the Ordinary Course of Business), Deposits or properties of any other Person.

(i) Capital Expenditures. Other than: (i) in accordance with binding commitments existing on the date hereof as set forth on **Schedule 3.1(i)(A) of the NCB Disclosure Schedule**; and (ii) capital expenditures set forth on **Schedule 3.1(i)(B) of the NCB Disclosure Schedule**, make any capital expenditures in amounts exceeding \$30,000 per project or \$50,000 in the aggregate, except for emergency repairs or replacements.

(j) Governing Documents. Amend the NCB Articles or the NCB Bylaws or any other governing documents or enter into a plan of consolidation, merger, share exchange or reorganization with any Person, or a letter of intent or agreement in principle with respect thereto.

(k) Accounting Methods. Implement or adopt any change in its accounting principles, practices or methods, other than: (i) as may be required by changes in Laws, regulations or GAAP; (ii) for tax purposes; or (iii) to take advantage of any beneficial tax or accounting methods.

(l) Contracts. Enter into, cancel, fail to renew or terminate any NCB Material Contract, amend or modify in any material respect any of its existing NCB Material Contracts or real or personal property leases or waive, release, relinquish or assign any NCB Material Contract or real or personal property lease (or any rights thereunder), other than: (i) as otherwise permitted under this Agreement; (ii) in the Ordinary Course of Business; or (iii) to replace any existing contractual arrangement on substantially the same terms as the original agreement, including with respect to pricing and termination.

(m) Claims. Enter into any settlement or similar agreement with respect to any action, suit, proceeding, order or investigation to which it is or becomes a party after the date of this Agreement, which settlement, agreement or action involves payment of an amount which exceeds \$20,000 in excess of amounts contributed by insurance and/or would impose any material restriction on its business.

(n) Banking Operations. Enter into any new line of business; introduce any significant new products or services; materially change its lending, investment, underwriting, pricing, servicing, risk and asset liability management and other material banking and operating policies, except as required by applicable Law, regulation or policies imposed by any Governmental Authority; materially change the manner in which its investment securities or loan portfolio is classified or reported; or file any application or enter into any contract with respect to the opening, relocating or closing of, or open, relocate or close, any branch, office, servicing center or other facility.

(o) Marketing. Introduce any marketing campaigns or any new sales compensation or incentive programs or arrangements.

(p) Derivatives Contracts. Enter into any Derivatives Contract.

(q) Indebtedness. Incur any indebtedness for borrowed money (other than Deposits, escrow balances, federal funds purchased, cash management accounts, FHLB advances, in each case in the Ordinary Course of Business); or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, other than with respect to the collection of checks and other negotiable instruments in the Ordinary Course of Business.

(r) Investment Securities. Except as set forth on **Schedule 3.1(r) of the NCB Disclosure Schedule**, acquire or otherwise invest in (other than by way of foreclosures or acquisitions in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the Ordinary Course of Business) any (i) Equity Investment, or (ii) debt security, in each case other than in the Ordinary Course of Business.

(s) Loans. Except to satisfy contractual obligations existing as of the date hereof as set forth on **Schedule 3.1(s) of the NCB Disclosure Schedule**: (i) make, renew or otherwise modify any loan, loan commitment, letter of credit or other extension of credit originated or to be originated (collectively, "Loans") in a manner that is inconsistent with its Ordinary Course of Business, inconsistent with its lending policies and procedures in effect as of the date of this Agreement, or in the case of a modification or renewal would reduce the outstanding unpaid principal and interest owed under the Loan prior to its modification or renewal; (ii) take any action that would result in any discretionary release of collateral or guarantees or otherwise restructure the respective amounts set forth in clause (i) above; (iii) make or commit to make any Loan to, or enter into any transaction with, any directors, officers, employees or any of its Affiliates; (iv) enter into any Loan securitization or create any special purpose funding entity; (v) enter into any commitment or agreement to purchase any participation interest in any Loan being originated or renewed by a party other than NCB or the Bank (whether for the entire principal amount of such Loan or a portion thereof) (a "**Third Party Loan Participation**"); or (vi) enter into any commitment or agreement to sell any participation interest in any Loan being originated or renewed by NCB or the Bank (whether for the entire the principal amount of such Loan or a portion thereof) (a "**NCB Loan Participation**"). For any new Loan to be originated by NCB or the Bank in a principal amount such that the total loans outstanding to such borrower, including unfunded commitments would be, in excess of \$100,000, and for any renewal of a Loan in a principal amount such that the total loans outstanding to such borrower, including unfunded commitments would be, in excess of \$200,000, prior to committing to extend or renew such Loan, NCB shall provide PCB with a copy of the information regarding the Loan (including the borrower, the terms, the business and financial information regarding the borrower) (the "**Loan Package**") with respect to the proposed Loan. NCB shall consider any comments that may be raised by PCB within forty-eight (48) hours of PCB's receipt of the Loan Package. If PCB fails to respond to NCB within forty-eight (48) hours after receipt by PCB of the Loan Package for such Loan, PCB shall be deemed to have no comments on such Loan.

(t) Investments in Real Estate. Make any investment or commitment to invest in real estate or in any real estate development project (other than by way of foreclosure, acquisition by receipt of a deed-in-lieu of foreclosure or other acquisitions in a bona fide fiduciary capacity or in satisfaction of a debt previously contracted in good faith, in each case in the Ordinary Course of Business); provided, however, that if NCB or the Bank obtains an

interest in any real estate or in any real estate development project by way of foreclosure, acquisition by receipt of a deed in lieu of foreclosure or acquisitions in a bona fide fiduciary capacity or in satisfaction of a debt previously contracted in good faith, NCB shall have obtained a Phase I Environmental Site Assessment (in compliance, at a minimum, with ASTM E1527-13 or ASTM E2247-16, as applicable) prior to having completed such foreclosure or other acquisition.

(u) Adverse Actions. Knowingly take or fail to take any action: (i) that is intended or may reasonably be expected to result in (A) any of its representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Time or (B) any of the conditions to the transactions contemplated set forth in Section 6.2 not being satisfied or (ii) which would reasonably be expected to materially and adversely impair or delay consummation of the transactions contemplated hereby beyond the time period contemplated by this Agreement, except, in each case, as may be required by applicable Law or regulation.

(v) Tax Elections. Make or change any material Tax election, settle or compromise any of its material Tax liabilities, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of a material amount of its Taxes, enter into any closing agreement with respect to any material amount of its Taxes or surrender any right to claim a material amount of its Tax refund, adopt or change any method of accounting with respect to its Taxes, or file any amended Tax Return.

(w) Antitakeover Statutes. Take any action: (i) that would cause this Agreement or the transactions contemplated hereby to be subject to the provisions of any state antitakeover law or state or territorial law that purports to limit or restrict business combinations or the ability to acquire or vote shares ("Antitakeover Law"); or (ii) to exempt or make not subject to the provisions of any Antitakeover Law or state Law that purports to limit or restrict business combinations or the ability to acquire or vote shares, any Person or any action taken thereby, which Person or action would have otherwise been subject to the restrictive provisions thereof and not exempt therefrom.

(x) Affiliate Transactions. Enter into any transaction, commitment, arrangement or other activity with a related entity, Affiliate or Subsidiary other than (i) compensation in the Ordinary Course of Business, or (ii) Deposit transactions.

(y) Interest on Deposits. Increase the rate of interest paid on interest-bearing Deposits or on certificates of Deposit, except in a manner and pursuant to policies and the Ordinary Course of Business and consistent with general economic and competitive conditions in the Bank's market area.

(z) Commitments. Enter into any contract with respect to, or otherwise agree, authorize or commit to take, or publicly recommend, propose or announce an intention to take, any of the foregoing actions.

3.2 Forbearances of PCB. From the date hereof and until the Effective Time, except as expressly contemplated or permitted by this Agreement, required by a Governmental

Authority of competent jurisdiction, without the prior written consent of NCB (which such consent shall not be unreasonably withheld or delayed), PCB shall not:

(a) Adverse Actions. Knowingly take or fail to take any action: (i) that is intended or may reasonably be expected to result in (A) any of its respective representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Time or (B) any of the conditions to the transactions contemplated set forth in Section 6.3 not being satisfied; or (ii) which would reasonably be expected to materially and adversely impair or delay consummation of the transactions contemplated hereby beyond the time period contemplated by this Agreement, except, in each as may be required by applicable or regulation.

(b) Antitakeover Statutes. Take any action: (i) that would cause this Agreement or the transactions contemplated hereby to be subject to the provisions of any Antitakeover Law or (ii) to exempt or make not subject to the provisions of any Antitakeover Law or state Law that purports to limit or restrict business combinations or the ability to acquire or vote shares, any Person or any action taken thereby, which Person or action would have otherwise been subject to the restrictive provisions thereof and not exempt therefrom.

(c) Commitments. Enter into any contract with respect to, or otherwise agree, authorize or commit to take, or publicly recommend, propose or announce an intention to take, any of the foregoing actions.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Disclosure Schedules. On or prior to the date hereof, NCB has delivered to PCB, and PCB has delivered to NCB, a confidential schedule (the "**Disclosure Schedule**") setting forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article IV or to one or more of its covenants contained in Article III or Article V. Any information disclosure in any section of such party's Disclosure Schedule shall apply only to the indicated section of this Agreement except to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is relevant to another section of this Agreement.

4.2 Representations and Warranties of NCB. NCB hereby represents and warrants to PCB that, except as set forth in the NCB Disclosure Schedule:

(a) Organization, Standing and Authority.

(i) NCB is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is registered as a bank holding company under the Bank Holding Company Act. NCB is duly licensed or qualified to do business and is in good standing in each jurisdiction where its ownership or leasing of property or assets or the conduct of its business requires it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to have a Material Adverse Effect, materially impair the ability of NCB to perform its obligations under this Agreement or

otherwise materially impede the consummation of the transactions contemplated hereby; provided, however. The copies of the NCB Articles, the NCB Bylaws, and the other governing documents of NCB which have been previously made available to PCB are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(ii) The Bank is a California state-chartered commercial bank duly organized and validly existing under the Laws of the State of California and it is duly authorized by the DFPI to conduct business as a state-chartered commercial bank. The Bank is duly licensed or qualified to do business and is in good standing in each jurisdiction where its ownership or leasing of property or assets or the conduct of its business requires it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to have a Material Adverse Effect, materially impair the ability NCB to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. The Bank has in effect all federal, state, local and foreign governmental authorizations necessary for it to own or lease its properties and assets and to carry on its business as it is now conducted, except where the failure to be so authorized would not reasonably be expected to have a Material Adverse Effect, materially impair the ability of NCB to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. The deposit accounts of the Bank are insured by the FDIC, in the manner and to the maximum extent provided by applicable Law, and the Bank has paid all deposit insurance premiums and assessments required by applicable Laws and regulations. The copies of the Bank Articles, the Bank Bylaws, and the other governing documents of the Bank which have been previously made available to PCB are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(b) NCB Capital Structure.

(i) The authorized capital stock of NCB consists of (i) 50,000,000 shares of NCB Common Stock, no par value per share (all of which are voting common stock and there is no class of non-voting common stock authorized, issued or outstanding), of which 3,564,054 shares are issued and outstanding as of the date hereof, and 10,000,000 of serial preferred stock, of which no shares are issued and outstanding. NCB also has 150,000 shares of NCB Common Stock reserved for issuance pursuant to outstanding awards under the NCB Benefit Plans and does not have any other shares of capital stock authorized, designated, issued or outstanding. All outstanding shares of NCB's capital stock: (i) have been duly authorized and validly issued and are fully paid, non-assessable and not subject to preemptive rights or similar rights created by statute, the NCB Articles, the NCB Bylaws or any agreement to which NCB is a party; and (ii) have been offered, sold, issued and delivered by NCB in all material respects in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends with respect to any shares of NCB capital stock.

(ii) The authorized capital stock of the Bank consists of (i) 2,500,000 shares of Bank common stock, no par value per share ("**Bank Common Stock**"), of which 879,465 shares are issued and outstanding, and (ii) 2,000,000 shares of serial preferred stock, no par value, of which no shares are issued and outstanding. The Bank does not have any other shares of capital stock authorized, designated, issued or outstanding. All outstanding shares of the Bank's capital stock: (i) have been duly authorized and validly issued and are fully paid, non-

assessable and not subject to preemptive rights or similar rights created by statute, the Bank Articles, the Bank Bylaws, or any agreement to which the Bank is a party, and (ii) have been offered, sold, issued and delivered by the Bank in all material respects in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends with respect to any shares of the Bank's capital stock.

(iii) Other than the NCB Benefit Plans, NCB does not have any other plans or agreements providing for equity compensation to any Person.

(iv) **Section 4.2(b)(iv) of the NCB Disclosure Schedule** lists, in reasonable detail, all options and for shares of NCB Common Stock, the names of the grantees, the grant date, the exercise prices, and the termination dates thereof. Other than options for 150,000 shares of NCB Common Stock as set forth on **Section 4.2(b)(iv) of the NCB Disclosure Schedule**, there are no Rights or agreements obligating NCB to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any NCB capital stock or any capital stock or equity or other ownership interest of NCB or obligating NCB to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such Right. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to NCB or the Bank.

(v) Except for the Shareholder Agreements, there are no (A) voting trusts, proxies, or other agreements or understandings with respect to the voting stock of NCB to which NCB or any of its current directors or executive officers is a party, by which NCB is bound, or of which NCB has Knowledge, or (B) agreements or understandings to which NCB is a party, by which NCB is bound, or of which NCB has Knowledge relating to the registration, sale or transfer (including agreements relating to rights of first refusal, "co-sale" rights or "drag-along" rights) of any NCB capital stock. Except with respect to the outstanding options set forth in clause (iv) immediately above, there are no Rights or agreements obligating NCB to issue, deliver, sell, repurchase or redeem, or causing NCB to issue, deliver, sell, repurchase or redeem, any NCB capital stock or any capital stock or equity or other ownership interest of NCB or obligating NCB to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such Right.

(c) **Subsidiaries**. Other than the Bank, Northern California Bancorp, Inc. Trust II and MCBL-1 (collectively, the "**NCB Subsidiaries**"), NCB and the Bank do not have any Subsidiaries.

(d) **Power**. NCB has the requisite corporate power and authority to carry on its business as it is now being conducted and to own all its properties and assets; and NCB has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, in each case, subject to receipt of the Requisite NCB Shareholder Approval and all necessary approvals of Governmental Authorities. The Bank has the requisite corporate power and authority to carry on its business as it is now being conducted and to own all its properties and assets.

(e) Corporate Authority.

(i) Subject to receipt of the Requisite NCB Shareholder Approval, this Agreement and the transactions contemplated hereby have been authorized and approved by all necessary corporate action of NCB on or prior to the date hereof and will remain in full force and effect through the earlier of the Closing or termination of this Agreement. Other than the Requisite NCB Shareholder Approval, no other corporate or shareholder action is necessary or required to authorize and approve this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by NCB and, assuming due authorization, execution and delivery by PCB, this Agreement is a valid and legally binding obligation of NCB, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, by general equity principles).

(ii) The NCB Board, by a unanimous vote thereof, has adopted resolutions: (A) determining that this Agreement and the transactions contemplated herein, including the Merger, are fair to, and in the best interests of, NCB and its shareholders; (B) approving and declaring advisable this Agreement and the transactions contemplated hereby; and (C) recommending that NCB's shareholders approve and adopt this Agreement.

(f) Regulatory Approvals. No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by NCB or any of its Affiliates in connection with the execution, delivery or performance by NCB of this Agreement or to consummate the transactions contemplated hereby, except for: (A) filings of applications or notices with, and approvals or waivers by the FRB and the DFPI, as required; (B) the filing of an application for, and the issuance of, the DFPI Permit as contemplated by Section 5.13 herein; (C) filings of applications and notices with certain states and the receipt of all necessary state securities and "Blue Sky" permits or approvals; and (D) the filing of the Agreement of Merger with the California Secretary of State with respect to the Merger.

(g) No Conflict. The execution and delivery by NCB of this Agreement and the consummation of the transactions provided for in this Agreement: (i) do not violate any provision of the NCB Articles, the NCB Bylaws, or any provision of applicable federal or state Law or any governmental rule or regulation (assuming receipt of the required approval of any Governmental Authority and receipt of the Requisite NCB Shareholder Approval and the Requisite PCB Shareholder Approval); and (ii) except as set forth in **Schedule 4.2(g) of the NCB Disclosure Schedule**, do not require any consent of any Person under, conflict with or result in a breach of, or accelerate the performance required by any of the terms of, any material debt instrument, lease, license, covenant, agreement or understanding to which NCB is a party or by which it is bound, or any order, ruling, decree, judgment, arbitration award or stipulation to which NCB is subject, or constitute a default thereunder or result in the creation of any Lien, restriction or right of any third party of any kind whatsoever upon any of the properties or assets of NCB or any of the NCB Subsidiaries.

(h) Financial Statements; Material Adverse Effect.

(i) NCB has previously made available to PCB accurate and complete copies of the NCB Financial Statements. The NCB Financial Statements fairly present in all material respects the financial condition of NCB as of and for the respective dates set forth therein (subject, in the case of unaudited statements, to normal year-end adjustments).

(ii) The NCB Financial Statements have been, and are being, prepared in accordance with GAAP consistently applied during the periods involved, except as stated therein.

(iii) Since December 31, 2022, neither NCB nor any of the NCB Subsidiaries have not incurred any liabilities that are required to be reflected on a balance sheet in accordance with GAAP, except: (A) as disclosed on **Schedule 4.2(h)(iii) of the NCB Disclosure Schedule**; (B) liabilities properly accrued or reserved against in the balance sheet of NCB as of December 31, 2022; (C) liabilities and obligations incurred since December 31, 2022 in the Ordinary Course of Business; (D) liabilities and obligations that are not material to NCB or any of the NCB Subsidiaries; and (E) any liabilities and obligations incurred with respect to the transactions contemplated by this Agreement.

(iv) Since December 31, 2022: (A) NCB has conducted its business in the Ordinary Course Business; and (B) no event has occurred or circumstance arisen that, individually or taken together with all other facts, circumstances and events (described in any paragraph of this Section 4.2 or otherwise), has had or is reasonably likely to have a Material Adverse Effect with respect to NCB or any of the NCB Subsidiaries.

(v) Except as set forth on **Schedule 4.2(h)(v) of the NCB Disclosure Schedule**, no agreement pursuant to which any loans or other assets have been or shall be sold by NCB entitled the buyer of such loans or other assets to cause NCB or any of the NCB Subsidiaries to repurchase such loan or other asset or the buyer to pursue any other form of recourse against NCB or an of the NCB Subsidiaries. No cash, stock or other dividends or any other distribution with respect to the capital stock of NCB or any of the NCB Subsidiaries has been declared, set aside or paid since January 1, 2020. Since December 31, 2022, no shares of capital stock of NCB have been purchased, redeemed or otherwise acquired, directly or indirectly, by NCB and no agreements have been made by NCB to do any of the foregoing.

(i) **Legal Proceedings.** Except as set forth in **Schedule 4.2(i) of the NCB Disclosure Schedule**, no litigation, arbitration, claim or other proceeding before any court or governmental agency is pending against NCB or any of the NCB Subsidiaries, individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect with respect to NCB or any of the NCB Subsidiaries and, to the Knowledge of NCB, no such litigation, arbitration, claim or other proceeding has been threatened and there are no facts which could reasonably give rise to such litigation, arbitration, claim or other proceeding. None of NCB or any of the NCB Subsidiaries, nor any of the properties owned by NCB or any of the NCB Subsidiaries, is a party to or subject to any order, judgment, decree or regulatory restriction that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect with respect to NCB or any of the NCB Subsidiaries.

(j) Regulatory Matters.

(i) NCB and the Bank have duly filed with the appropriate Governmental Authorities in substantially the correct form the monthly, quarterly and annual reports required to be filed them under applicable Laws and regulations, and such reports were in all material respects complete and accurate and in compliance with the requirements of applicable Laws and regulations. Except as set forth on **Section 4.2(j)(i) of the NCB Disclosure Schedule**, in connection with the most recent examinations of NCB and the Bank by the appropriate Governmental Authorities, neither NCB nor the Bank was required to correct or change any action, procedure or proceeding which NCB or the Bank believes in good faith has not been now corrected or changed, other than corrections or changes which, if not made, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on NCB or the Bank.

(ii) Except as set forth in **Section 4.2(j)(ii) of the NCB Disclosure Schedule**, neither NCB nor the Bank is a party to or subject to any order, decree, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, nor, except in the normal course of business, has NCB or the Bank adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Authority. Since January 1, 2020, no assessments have been made or imposed by any Governmental Authority on NCB or the Bank.

(iii) Except as set forth in **Section 4.2(j)(iii) of the NCB Disclosure Schedule**, since December 31, 2019, no Governmental Authority has initiated or has pending any proceeding, enforcement action or, to the Knowledge of NCB, investigation or inquiry into the business, operations, policies, practices or disclosures of NCB or the Bank (other than normal examinations conducted by a Governmental Authority in the Ordinary Course of Business of NCB or the Bank), or, to the Knowledge of NCB, threatened any of the foregoing.

(iv) The regulatory capital ratios of NCB and the Bank as defined by applicable laws and regulations are set forth in **Section 4.2(j)(iv) of the NCB Disclosure Schedule**. The most recent regulatory rating given to NCB and the Bank as to compliance with the Community Reinvestment Act is “Satisfactory” or better. Since the last regulatory examinations of NCB and the Bank with respect to Community Reinvestment Act compliance, neither NCB nor the Bank has not received any complaints as to Community Reinvestment Act compliance, and no proceedings are pending, nor to the Knowledge of NCB, threatened with respect to any violations of consumer fair lending Laws or regulations.

(k) Compliance with Laws. Except as set forth in **Schedule 4.2(k) of the NCB Disclosure Schedule**, each of NCB and the Bank, as applicable, is and at all times since January 1, 2020 has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority applicable thereto or to the employees conducting such businesses, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Home Mortgage Disclosure Act, the Bank Secrecy Act, the USA PATRIOT Act, the AML Act, and all other applicable fair lending Laws and other Laws relating to discriminatory business practices;

(ii) has and at all times since January 1, 2020 has had all permits, licenses, franchises, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities (and has paid all fees and assessments due and payable in connection therewith) that are required in order to permit it to own or lease its properties and to conduct its business as presently conducted, except where the failure to do so would not have a Material Adverse Effect on NCB or the Bank; and all such permits, licenses, franchises, certificates of authority, orders and approvals are in full force and effect and, to the Knowledge of NCB, no suspension or cancellation of any of them is pending or threatened;

(iii) has not received, since January 1, 2020, any notification or communication from any Governmental Authority (A) asserting that NCB or the Bank is not in compliance with any of the statutes, regulations or ordinances which such Governmental Authority enforces or (B) threatening to revoke any license, franchise, permit or governmental authorization (nor, to the Knowledge of NCB, do any grounds for any of the foregoing exist);

(iv) has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of its financial statements, has designed disclosure controls and procedures to ensure that material information is made known to the management of NCB and the Bank on no less than a quarterly basis, and has disclosed, based on its most recent evaluation prior to the date hereof, to its auditors (A) any significant deficiencies in the design or operation of internal controls which could adversely affect in any material respect its ability to record, process, summarize and report financial data and has identified for its auditors any material weaknesses in internal controls and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in its internal controls; and

(v) is and at all times since January 1, 2020, has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority relating to abandoned property, escheat or similar laws.

(l) NCB Material Contracts; Defaults.

(i) Except as set forth in **Schedule 4.2(l) of the NCB Disclosure Schedule**, neither NCB nor the Bank is a party to, bound by or subject to any agreement, contract, arrangement, commitment or understanding (whether written or oral): (A) with respect to the employment of any of its directors, officers, employees or consultants; (B) which would entitle any present or former director, officer, employee or agent of NCB or the Bank to indemnification from NCB or the Bank; (C) which is an agreement (including data processing, software programming, consulting and licensing contracts) not terminable on 60 days or less notice and involving the payment or value of more than \$50,000 per annum; (D) which is with or to a labor union or guild (including any collective bargaining agreement); (E) which relates to the incurrence of indebtedness (other than Deposit liabilities, advances and loans from the FHLB, and sales of securities subject to repurchase, or similar obligation, in each case, in the Ordinary Course of Business); (F) which grants any Person a right of first refusal, right of first offer or similar right with respect to any material properties, rights, assets or business of NCB or

the Bank; (G) which involves the purchase or sale of assets with a purchase price of \$50,000 or more in any single case or \$100,000 in all such cases, other than purchases and sales of investment securities and loans in the Ordinary Course of Business; (H) which is a consulting agreement, license or service contract (including data processing, software programming and licensing contracts and outsourcing contracts) which involves the payment of \$50,000 or more in annual fees; (I) which provides for the payment by NCB or the Bank of payments upon a change of control thereof; (J) which is a lease for any real or material personal property owned or presently used by NCB or the Bank; (K) which materially restricts the conduct of any business by NCB or the Bank or limits the freedom of NCB or the Bank to engage in any line of business in any geographic area (or would so restrict NCB or the Bank after consummation of the transactions contemplated hereby) or which requires exclusive referrals of business or requires NCB or the Bank to offer specified products or services to their customers or depositors on a priority or exclusive basis; (L) which is with respect to, or otherwise commits NCB or the Bank to do, any of the foregoing; or (M) which is a material contract (as defined in Item 601(b)(10) of Regulation S-K of the SEC) (all of the foregoing collectively, “**NCB Material Contracts**”).

(ii) Each NCB Material Contract is valid and binding on NCB and/or the Bank, as applicable, is in full force and effect (other than due to the ordinary expiration thereof), and to the Knowledge of NCB, is valid and binding on the other parties thereto. To the Knowledge of NCB, there is no material default under any NCB Material Contract and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default. Except as previously disclosed, no power of attorney or similar authorization given directly or indirectly by NCB is currently outstanding.

(iii) All outstanding Loans from NCB or the Bank to their current and former officers and directors are set forth on **Section 4.2(l)(iii) of the NCB Disclosure Schedule**, and except as set forth thereon, there has been no default on, or forgiveness or waiver of, in whole or in part, any such Loan during the two years immediately preceding the date hereof.

(m) **No Brokers**. Other than for financial advisory services performed for NCB by The Findley Group pursuant to an agreement dated August 11, 2023, and provided to PCB, no action has been taken by NCB or the Bank that would give rise to any valid claim against any party hereto for a brokerage commission, finder’s fee or other like payment with respect to the transactions contemplated hereby. The NCB Board has received the opinion (which, if initially rendered verbally, has been or will be confirmed by a written opinion, dated the same date) of The Findley Group, to the effect that, as of the date of such opinion, and based upon and subject to the factors, assumptions, and limitations set forth therein, the Per Share Merger Consideration to be received by the holders of NCB Common Stock in the Merger is fair, from a financial point of view, to such holders.

(n) **Employee Benefit Plans**.

(i) **Section 4.2(n)(i) of the NCB Disclosure Schedule** lists all benefit and compensation plans, contracts, policies or arrangements covering current or former employees of NCB and the Bank and current or former directors or independent contractors of NCB or the Bank, including, but not limited to, “employee benefit plans” within the meaning of

Section 3(3) of ERISA, and severance, employment, change in control, fringe benefit, deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans, agreements, programs, policies or other arrangements (the “**NCB Benefit Plans**”). NCB has made available to PCB true and complete copies of: (A) all NCB Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any NCB Benefit Plans and all amendments thereto; (B) the most recent annual report (Form 5500), together with all schedules, as required, filed with the Internal Revenue Service (“**IRS**”) or Department of Labor (the “**DOL**”), as applicable, and any financial statements and accountants’ opinions required to be filed with such annual report; (C) the most recent determination or opinion letter issued by the IRS with respect to each NCB Benefit Plan that is intended to be “qualified” under Section 401(a) of the Code; (D) the most recent summary plan description and any summary of material modifications, as required, for each NCB Benefit Plan; (E) the most recent actuarial report, if any relating to each NCB Benefit Plan; and (F) the most recent actuarial valuation, study or estimate of any retiree medical and life insurance benefits plan or supplemental retirement benefits plan.

(ii) Each NCB Benefit Plan has been established and administered to date in all material respects in accordance with the applicable provisions of ERISA, the Code and applicable Law and with the terms and provisions of all documents, contracts or agreements pursuant to which such NCB Benefit Plan is maintained. Each NCB Benefit Plan which is an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA (a “**Pension Plan**”) and which is intended to be qualified under Section 401(a) of the Code, has either received a favorable determination letter from the IRS, or is the subject of a favorable opinion letter on the pre-approved plan document upon which such Pension Plan is based and upon which NCB or the Bank may rely, and NCB is not aware of any circumstances likely to result in revocation of any such favorable determination or opinion letter or the loss of the qualification of such Pension Plan under Section 401(a) of the Code. NCB has not received any written correspondence from the IRS, DOL, any other governmental agency, any participant in or beneficiary of, an NCB Benefit Plan, or any agent representing any of the foregoing that brings into question the qualification of any such NCB Benefit Plan. Other than routine claims for benefits under the NCB Benefit Plans in accordance with administrative claims and appeals procedures, there is no material pending or, to NCB’s Knowledge, threatened litigation relating to the NCB Benefit Plans. NCB has not engaged in a transaction with respect to any NCB Benefit Plan or Pension Plan that could subject it to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which would be material. Since January 1, 2020, through the date hereof, there are no matters pending before the IRS, DOL or other governmental agency with respect to the audit, examination or investigation involving any NCB Benefit Plan.

(iii) Except as set forth on **Schedule 4.2(n)(vi) of the NCB Disclosure Schedule**, none of NCB, the Bank, nor any other Person that would be considered a single employer with NCB or the Bank under Section 414 of the Code or Section 4001 of ERISA (an “**ERISA Affiliate**”) at any relevant time has ever maintained or has or could have any liability, contingent or otherwise, with respect to (A) a plan that is or was subject to Title IV of ERISA or Sections 412 or 430 of the Code, (B) a Multiemployer Plan (as defined in 4001(a)(3) of ERISA), or (C) a “multiple employer plan” subject to Section 413(c) of the Code, and, with respect to each of the foregoing, no liability, contingent or otherwise, is reasonably expected to be incurred

by NCB or the Bank. No notice of a “reportable event,” within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate or will be required to be filed in connection with the transactions contemplated hereby.

(iv) All contributions required to be made under the terms of any NCB Benefit Plan have been timely made in all material respects. Neither any Pension Plan nor any single-employer plan of an ERISA Affiliate has an “accumulated funding deficiency” (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and no ERISA Affiliate has an outstanding funding waiver. Neither NCB nor the Bank has provided, nor is required to provide, security to any Pension Plan or to any single-employer plan of an ERISA Affiliate pursuant to Section 401(a)(29) of the Code.

(v) Except as set forth on **Schedule 4.2(n)(v) of the NCB Disclosure Schedule**, neither NCB nor the Bank has any obligations for retiree health and life benefits under any NCB Benefit Plan, other than coverage as may be required under Section 4980B of the Code or Part 6 of Subtitle B of Title I of ERISA, or under the continuation of coverage provisions of the Laws of any state or locality or under any disability benefit plan or severance arrangement. NCB may amend or terminate any such NCB Benefit Plan in accordance with and to the extent permitted by its terms at any time without incurring any additional liability thereunder. No event or condition exists with respect to any NCB Benefit Plan that could subject NCB to a material tax under Section 4980B of the Code.

(vi) Except as set forth on **Schedule 4.2(n)(vi) of the NCB Disclosure Schedule**, neither the execution of this Agreement nor consummation of the transactions contemplated hereby, either alone or in connection with a subsequent event: (A) entitle any employees or any current or former director or independent contractor of NCB or the Bank to severance pay or any increase in severance pay upon any termination of employment after the date hereof; (B) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any of the NCB Benefit Plans; (C) result in any payment that would be an “excess parachute payment” to a “disqualified individual” as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future; or (D) result in any payment or portion of any payment that would not be deductible by NCB or the Bank under Section 162(m) of the Code when paid.

(vii) All required reports and descriptions (including but not limited to Form 5500 annual reports and required attachments, Forms 1099-R, summary annual reports, Forms PBGC-1 and summary plan descriptions) have been filed or distributed appropriately with respect to each NCB Benefit Plan. All required tax filings with respect to each NCB Benefit Plan have been made, and any taxes due in connection with such filings have been paid.

(viii) No NCB Benefit Plan is or has been funded by, associated with, or related to a “voluntary employee’s beneficiary association” within the meaning of Section 501(c)(9) of the Code, a “welfare benefit fund” within the meaning of Section 419 of the

Code, a “qualified asset account” within the meaning of Section 409A of the Code or a “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA.

(ix) Each NCB Benefit Plan which is a “nonqualified deferred compensation plan” (within the meaning of Section 409A of the Code) has been operated in compliance with Section 409A of the Code and the guidance issued by the IRS with respect to such plans.

(o) Labor Matters. Except as set forth on **Schedule 4.2(o) of the NCB Disclosure Schedule**, neither NCB nor the Bank is a party to or is bound by any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is NCB or the Bank the subject of a proceeding asserting that it has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel NCB or the Bank to bargain with any labor organization as to wages or conditions of employment, nor is there any strike or other labor dispute involving it pending or, to NCB’s Knowledge, threatened, nor, to NCB’s Knowledge, are any employees of NCB or the Bank seeking to certify a collective bargaining unit or engaging in other organizational activity. Since January 1, 2020, each of NCB and the Bank has paid in full all wages, salaries, commissions, bonuses, benefits and other compensation due to its employees or otherwise arising under any policy, practice, agreement, plan, program, statute or other law.

(p) Environmental Matters. To the Knowledge of NCB, there are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, private environmental investigations, remediation activities or governmental investigations of any nature seeking to impose on NCB or the Bank any liability or obligation arising under any Environmental Laws pending or threatened against NCB or the Bank, which liability or obligation could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on NCB or the Bank. To the Knowledge of NCB, there is no reasonable basis for any such proceeding, claim, action, environmental remediation or investigation that could impose any liability or obligation that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on NCB or the Bank. To the Knowledge of NCB, each of NCB and the Bank is in compliance in all material respects with applicable Environmental Laws. To the Knowledge of NCB, no real property (including buildings or other structures) currently or formerly owned or operated by NCB or the Bank or any property in which NCB or the Bank has held a security interest, Lien or a fiduciary or management role (“**NCB Loan Property**”), has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material Adverse Effect with respect to NCB or the Bank. Neither NCB nor the Bank could not be deemed the owner or operator of, nor has either participated in the management regarding Hazardous Substances of, any NCB Loan Property or any property of NCB or the Bank which has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material Adverse Effect with respect to NCB or the Bank. To the Knowledge of NCB, neither NCB nor the Bank has any liability for any Hazardous Substance disposal or contamination on any third-party property. To the Knowledge of NCB, none of NCB, the Bank nor any Person whose liability NCB or the Bank has assumed whether contractually or by operation of law, has received any notice, demand letter, claim or request for information alleging any material violation of, or material liability under, any Environmental Law. Neither

NCB nor the Bank is subject to any order, decree, injunction or other agreement with any Governmental Authority or any third party relating to any Environmental Law. To the Knowledge of NCB, there are no circumstances or conditions (including the presence of asbestos, underground storage tanks, lead products, polychlorinated biphenyls, prior manufacturing operations, dry-cleaning, or automotive services) involving NCB or the Bank, any currently or formerly owned or operated property, any NCB Loan Property, or, to NCB's Knowledge, any Person whose liability NCB or the Bank has assumed whether contractually or by operation of law, that could reasonably be expected to result in any material claims, liability or investigations against NCB or the Bank, result in any material restrictions on the ownership, use, or transfer of any property pursuant to any Environmental Law, or adversely affect the value of any NCB Loan Property or property of NCB or the Bank. NCB has made available to PCB true and correct copies of all environmental reports or studies, sampling data, correspondence and filings in its possession relating to NCB or the Bank and any currently or formerly owned or operated property.

(q) Tax Matters. Except as set forth in **Schedule 4.2(q) of the NCB Disclosure Schedule**, each of NCB and the Bank has timely filed all Tax Returns required to have been filed, taking into account any properly granted extensions of time to file, with the appropriate taxing authorities, such Tax Returns are true, correct and complete in all material respects and none of such Tax Returns has been amended.

(ii) All material Taxes required to be paid or remitted by NCB or the Bank on or before the date hereof have been so paid or remitted, including all Taxes shown as due and owing on all Tax Returns, all Taxes assessed or reassessed by any Governmental Authority, all Taxes held in trust or deemed to be held in trust for a Governmental Authority and all installments on account of Taxes for the current year or, where payment is not yet due, are sufficiently reserved in the NCB Financial Statements in accordance with GAAP.

(iii) NCB, the Bank and their respective officers, directors or any employee responsible for Tax matters have complied in all material respects with all rules and regulations relating to the withholding of Taxes and the remittance of withheld Taxes in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(iv) Neither NCB nor the Bank has waived any statute of limitations in respect of its Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or extension is still in effect.

(v) Neither NCB nor the Bank has engaged in any transaction that would constitute a "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(vi) The unpaid Taxes of NCB and the Bank (A) do not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect temporary difference between book and Tax income) as shown on NCB's balance sheet dated December 31, 2022 and (B) will not exceed that reserve as adjusted for the passage of time

through the Closing Date in accordance with the past custom and practice of each of NCB and the Bank in filing its Tax Returns.

(vii) Neither NCB nor the Bank is currently the beneficiary of any extension of time within which to file any Tax Returns.

(viii) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of NCB or the Bank.

(ix) No Actions by any Governmental Authority are pending or being conducted with respect to NCB or the Bank.

(x) Neither NCB nor the Bank has received from any taxing authority (including jurisdictions in which either NCB or the Bank has filed Tax Returns) any written: (A) notice indicating an intent to open an audit or other review; (B) request for information related to Tax matters; or (C) notice of deficiency or proposed adjustment for any amount of Tax, proposed, asserted or assessed by any Governmental Authority against NCB or the Bank.

(xi) Neither NCB nor the Bank is a party to or bound by any tax sharing, tax allocation or tax indemnity agreement.

(xii) Neither NCB nor the Bank has ever been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns other than any such group of which NCB was parent.

(xiii) Neither NCB nor the Bank is currently liable, nor does either NCB or the Bank have any potential liability, for the Taxes of another Person: (A) under Treasury Regulations Section 1.1502-6 (or comparable provision of state, local or foreign law); (B) as transferee or successor; or (C) by contract (other than a contract entered into in the ordinary course of business the primary purpose of which is not related to Taxes) or indemnity.

(xiv) In the past three (3) years, neither NCB nor the Bank has been either a “distributing corporation” or a “controlled corporation” in connection with a distribution of stock qualifying for tax-free treatment, in whole or in part, under Section 355 of the Code.

(xv) Neither NCB nor the Bank has been nor will be a “United States real property holding corporation” within the meaning of Section 897 of the Code during the five-year period ending on the Closing Date.

(xvi) Neither NCB nor the Bank will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date, as a result of any: (A) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481 of the Code or similar state and local Tax Law; (B) any “closing agreement” as described in Section 7121 of the Code or similar state or local Tax Law executed on or prior to the Closing Date; (C) installment sale or open transaction disposition made on or prior to the Closing Date; (D) prepaid amount received on or prior to the Closing Date; or (E) improper method of accounting used on or prior to the Closing Date.

(xvii) Each of NCB and the Bank has (i) properly complied with all applicable Laws with respect to the deferral of the amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act (or any similar provision of state, local or foreign Legal Requirements), (ii) properly complied with all applicable Laws and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Coronavirus Response Act and Section 2301 of the CARES Act and (iii) not deferred any Taxes pursuant to the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, issued August 8, 2020 or under any other federal or state laws or regulations concerning the subject matter of the foregoing.

(r) Risk Management Instruments. Neither NCB nor the Bank is a party to, nor has it agreed to enter into, a Derivatives Contract.

(s) Loans; Nonperforming and Classified Assets.

(i) Except as set forth in Schedule 4.2(s)(i) of the NCB Disclosure Schedule, each Loan on the books and records of either NCB or the Bank was made and has been serviced in all material respects in accordance with its customary lending standards in the Ordinary Course of Business, is evidenced in all material respects by appropriate and sufficient documentation and, to the Knowledge of NCB, constitutes the legal, valid and binding obligation of the obligor named therein, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditor's rights or by general equity principles.

(ii) Schedule 4.2(s)(ii) of the NCB Disclosure Schedule sets forth, as of the latest practicable date prior to the date of this Agreement: (A) any Loan under the terms of which the obligor is 30 or more days delinquent in payment of principal or interest, or to the Knowledge of NCB, in default of any other material provision thereof; (B) each Loan which has been classified as "substandard," "doubtful," "loss" or "special mention" (or words of similar import) by NCB, the Bank, or an applicable regulatory authority; (C) a listing of the OREO acquired by foreclosure or by deed-in-lieu thereof, including the book value thereof; and (D) each Loan with any current or former director or executive officer of NCB or the Bank or an Affiliate of NCB or the Bank.

(iii) Schedule 4.2(s)(iii) of the NCB Disclosure Schedule sets forth a list and description of all loan participations entered into between NCB or the Bank, on the one hand, and any third party, on the other hand, which are reflected on the books and records of NCB and the Bank. A true and complete copy of each document relating to each loan participation has been made available to PCB, with the exception of loan files for loans guaranteed by the SBA or another Governmental Authority and sold in the Ordinary Course of Business, other than loans originated by NCB or the Bank under the Coronavirus Aid, Relief, and Economic Security Act, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (the "CARES Act"), the Main Street Lending Program established by the FRB, or similar federal or state programs.

(t) Properties. Schedule 4.2(t) of the NCB Disclosure Schedule lists all real property owned or leased by either NCB or the Bank. With respect to such real property that is

owned by NCB or the Bank, NCB or the Bank, as applicable, has good and marketable and insurable title, free and clear of all Liens, leases or other imperfections of title or survey, except: (i) Liens for current Taxes and assessments not yet due and payable and for which adequate reserves have been established; (ii) Liens set forth in policies for title insurance of such properties delivered to PCB; (iii) survey imperfections set forth in surveys of such properties delivered to PCB; or (iv) as set forth on **Schedule 4.2(t)(A) of the NCB Disclosure Schedule**. With respect to such real property that is leased by NCB or the Bank, NCB or the Bank, as applicable, has a good and valid leasehold estate in and to such property. Except as set forth on **Schedule 4.2(t)(B) of the NCB Disclosure Schedule**, NCB has delivered true, correct and complete copies of such lease(s), together with all amendments thereto, to PCB, and all such lease(s) are in full force and effect and will not lapse or terminate prior to the Closing Date. None of NCB, the Bank, nor to the Knowledge of NCB any landlord thereunder, is in default of any of their respective obligations under any such lease(s) and any such lease(s), to the Knowledge of NCB, constitute the valid and enforceable obligations of the parties thereto. Other than as set forth on **Schedule 4.2(t)(C) of the NCB Disclosure Schedule**, the transactions contemplated hereby will not require the consent of any landlord under any such lease. All real and material personal property owned by NCB or the Bank, or presently used by NCB or the Bank in its business, is in good condition (ordinary wear and tear excepted) and is sufficient to carry on its business in the Ordinary Course of Business. Each of NCB and the Bank has good and marketable title, free and clear of all Liens to all of its owned material properties and assets, other than real property, except: (i) pledges to secure Deposits and FHLB advances incurred in the Ordinary Course of Business; (ii) such imperfections of title and encumbrances, if any, as are not material in character, amount or extent; or (iii) as set forth on **Schedule 4.2(t)(D) of the NCB Disclosure Schedule**. All personal property which is material to NCB's or the Bank's business and leased or licensed by NCB or the Bank is held pursuant to leases or licenses which are valid and enforceable in accordance with their respective terms and such leases will not terminate or lapse prior to the Effective Time.

(u) **Intellectual Property**.

(i) **Schedule 4.2(u) of the NCB Disclosure Schedule** sets forth all of the material patents, copyrights, trade names, service marks, trademarks and other intellectual property rights owned and/or used in NCB's and the Bank's business. Except as set forth on **Schedule 4.2(u) of the NCB Disclosure Schedule**, NCB or the Bank owns or possesses valid and binding licenses and other rights to use without payment of any material amount all material patents, copyrights, trade secrets, trade names, service marks, trademarks and other intellectual property rights used in its business, free and clear of any material Liens, and neither NCB nor the Bank has received any notice of conflict or allegation of invalidity with respect thereto or that asserts the intellectual property rights of others. To the Knowledge of NCB, the operation of the businesses of NCB and the Bank does not infringe or violate the intellectual property of any third party. Each of NCB and the Bank has performed in all material respects all the obligations required to be performed by it and it is not in default under any contract, agreement, arrangement or commitment relating to any of the foregoing.

(ii) **Schedule 4.2(u) of the NCB Disclosure Schedule** lists all computer software (other than off-the-shelf commercial software programs) currently used by NCB and the Bank or stored on any computer of NCB or the Bank (collectively, the

“**Software**”). Each of NCB and the Bank owns and possesses all right, title and interest in and to, or has a valid license to use, and following completion of the transactions contemplated herein, will own or have a valid license or right to use, all of the Software. No proceeding by any third Person against NCB or the Bank contesting the validity, enforceability, use or ownership of any such Software has been made, is currently outstanding or is, to NCB’s Knowledge, threatened, and to NCB’s Knowledge, there is no reasonable basis for any such proceeding. None of NCB, the Bank, nor any registered agent of NCB or the Bank, has received any notices of, or has any Knowledge of, any reasonable basis for an allegation of any infringement or misappropriation by, or conflict with, any third Person with respect to the Software. NCB’s use of the Software has not infringed, misappropriated or otherwise violated any intellectual property rights of any third Person and NCB has no Knowledge of any infringement, misappropriation or conflict which will occur as a result of the continued use of the Software as presently used by NCB or the Bank.

(v) Fiduciary Accounts. Neither NCB nor the Bank has trust powers and neither NCB or the Bank acts as a fiduciary, trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in any capacity.

(w) Books and Records.

(i) The books and records of each of NCB and the Bank are complete and correct in all material respects and have been maintained in accordance with sound business practices. Each transaction is properly and accurately recorded on the books and records of NCB and the Bank, as applicable, and each document upon which entries in books and records of NCB and the Bank are complete and accurate in all material respects.

(ii) Since January 1, 2020, (A) to the Knowledge of NCB, neither NCB nor the Bank has not received notice (written or oral) or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of NCB or the Bank, or either of their internal accounting controls, including any material complaint, allegation, assertion or claim that NCB or the Bank has engaged in questionable accounting or auditing practices, and (B) no accountant or attorney engaged by NCB or the Bank, whether or not employed by NCB or the Bank, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by NCB or the Bank or their respective officers, directors, members, employees or agents to the NCB Board or the Bank Board or other any committee thereof or, to the Knowledge of NCB, to any officer or director of NCB or the Bank.

(iii) The minute books and stock or equity records of NCB and the Bank, all of which have been made available to PCB, are correct in all material respects. The minute books of NCB and the Bank contain records, accurate in all material respects, of all meetings held and actions taken by the holders of stock or other equity interests, the NCB Board, the Bank Board, and committees of the NCB Board and Bank Board (except to the extent minutes have not yet been approved or finalized by the NCB Board or Bank Board or committees thereof), and no meeting of any such holders, the NCB Board or the Bank Board or committees thereof has been held for which minutes are not contained in such minute books

(except to the extent such minutes have not been approved or finalized by the NCB Board of Bank Board or committees thereof). At the Closing, all such books and records will be in the possession of NCB and the Bank and delivered to PCB pursuant to Section 6.3(l).

(x) Insurance. Schedule 4.2(x) of the NCB Disclosure Schedule sets forth all of the material insurance policies, binders, or bonds currently maintained by NCB and the bank as well as a list of all claims or notices made by NCB or the Bank under any such insurance policy since January 1, 2020. NCB and the Bank are insured with reputable insurers against such risks and in such amounts as the management of NCB and the Bank have reasonably determined to be prudent in accordance with industry practices; all of the material insurance policies, binders, or bonds currently maintained by NCB and the Bank are in full force and effect and all premiums therefor have been paid current as of the date hereof and will be paid current as of the Effective Time; neither NCB nor the Bank is in material default thereunder; and all claims thereunder have been filed in due and timely fashion.

(y) Allowance For Loan Losses. The Bank's allowance for loan losses is, and will be as of the Effective Time, in compliance with the Bank's existing methodology for determining the adequacy of its allowance for loan losses as well as the standards established by GAAP, the Financial Accounting Standards Board and applicable bank regulatory agencies and, in the opinion of management of the Bank, is adequate under all such standards. Since January 1, 2020, neither NCB nor the Bank has been notified by any Governmental Entity or independent auditor of NCB or the Bank, in writing or otherwise, that: (a) such allowances are inadequate; (b) the practices and policies of the Bank in establishing such allowances and in accounting for non-performing and classified assets generally fail to comply with applicable accounting or regulatory requirements; or (c) such allowances are inadequate or inconsistent with the historical loss experience of the Bank.

(z) Deposits. All of the deposits held by the Bank (including the records and documentation pertaining to such deposits) have been established and are held in compliance in all material respects with all (a) applicable policies, practices and procedures of the Bank, and (b) applicable Law, including anti-money laundering, anti-terrorism or embargoed Persons requirements. Except as set forth Schedule 4.2(z) of the NCB Disclosure Schedule, no deposit of the Bank is: (a) a Brokered Deposit (as defined in 12 C.F.R. §337.6(a)(2)); (b) subject to any Encumbrance, legal restraint or other legal process (other than garnishments, pledges, set-off rights, escrow limitations and similar actions taken in the Ordinary Course of Business; or (c) a deposit from a Person that cultivates, manufactures, distributes, sells or services cannabis, hemp or related products. All of the Deposit accounts of the Bank are insured up to the applicable limits through the Deposit Insurance Fund as administered by the FDIC to the fullest extent permitted by applicable Law, and all premiums and assessments required to be paid for such insurance have been paid when due. No legal action or proceeding for the termination or revocation of such insurance is pending, or, to the Knowledge of NCB, threatened.

(aa) Transactions With Affiliates. Except as set forth on Schedule 4.2(aa) of the NCB Disclosure Schedule, there are no existing or pending transactions, nor are there any agreements or understandings, with any current or former shareholders, directors, officers or employees of NCB or the Bank, or any Affiliate of NCB or the Bank, relating to, arising from or affecting NCB or the Bank, including without limitation, any transactions, arrangements or

understandings relating to the purchase or sale of goods or services, the lending of monies or the sale, lease or use of any assets of NCB or the Bank, with or without adequate compensation, in any amount whatsoever.

(bb) Health and Safety.

(i) Except as set forth on Schedule 4.2(bb) of the NCB Disclosure Schedule, to the Knowledge of NCB, none of the real property owned or leased by NCB or the Bank contains: (A) underground improvements, including treatment or storage tanks, used currently or in the past for the management of Hazardous Substances; (B) a dump, landfill, filled in lands or wetlands; or (C) PCBs, toxic mold, asbestos containing materials.

(ii) Each of NCB and the Bank is, and since March 31, 2020, has been, in compliance in all material respects with all federal, state, county, city and other local executive and public health orders and guidance published by any Governmental Authority related or referring to the coronavirus (“**COVID-19**”) (such orders and guidance, “**COVID-19 Regulations**”). Each of NCB and the Bank has taken commercially reasonable steps to maintain its workplace in accordance with COVID-19 Regulations applicable to its office operations including, but not limited to, the safety of its premises and employees, contractors, vendors, customers, and clients.

(iii) No event has occurred, and, to NCB’s Knowledge, no condition or circumstance exists, that is reasonably likely to constitute, or result directly or indirectly in, a violation of, or a failure to comply, in any material respect, with any COVID-19 Regulations. To the extent applicable, each of NCB and the Bank currently maintains, and will continue until the Effective Time to maintain, any policies, practices and procedures to comply in all material respects with any and all COVID-19 Regulations now and as they may then be in effect. None of NCB, the Bank, nor any of their respective directors or executive officers have received any claim (formal or informal, written or unwritten) or other communication from any Governmental Authority or any other person that NCB or the Bank has failed to be in compliance in any material respect with any COVID-19 Regulation applicable to it.

(cc) Deposit. NCB has received and has on deposit at the Bank \$100,000 in good funds in an account in the name of “Gala Capital Partners, LLC and/or Anand Gala” or otherwise on behalf of the Group (the “**Deposit**”), which Deposit was provided to demonstrate the Group’s good faith commitment to pursue the transaction.

4.3 Representations and Warranties of PCB. PCB represents and warrants to NCB that, except as set forth in the PCB Disclosure Schedule:

(a) Organization, Standing and Authority. Each of PCB and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Each of PCB and Merger Sub is qualified to do business and is in good standing in each jurisdiction where the conduct of its business requires it to be so qualified, except where failure to be so qualified would not reasonably be expected to have a Material Adverse Effect, materially impair the ability of PCB to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. PCB is not

registered as a bank holding company under the Bank Holding Company Act. The copies of the PCB Articles and the Merger Sub Articles, the PCB Bylaws and the Merger Sub Bylaws, and other governing documents of PCB and Merger Sub which have been previously made available to NCB are true, complete, and correct copies of such documents as in effect on the date of this Agreement. PCB has all necessary corporate or similar power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by PCB and the consummation by PCB and Merger Sub of the transactions contemplated hereby, have been duly authorized by all necessary corporate or similar action on the part of PCB and Merger Sub and no other corporate or similar proceedings on the part of PCB or Merger Sub are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by PCB and, assuming the due authorization, execution and delivery by NCB, constitutes a valid and binding obligation of PCB, enforceable against PCB in accordance with its terms (except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity).

(b) Capital Structure. The authorized capital stock of PCB consists of 100,000,000 shares of PCB Voting Common Stock, no par value per share, (“**PCB Stock**”) of which no shares are issued and outstanding, 50,000,000 shares of PCB Non-Voting Common Stock, no par value of which no shares are issued and outstanding and 50,000,000 shares of Serial Preferred Stock, of which no shares are issued and outstanding. PCB does not have any other shares of capital stock authorized, designated, issued or outstanding. All outstanding shares of PCB’s capital stock: (i) have been duly authorized and validly issued and are fully paid, non-assessable and not subject to preemptive rights or similar rights created by statute, the PCB Articles or the PCB Bylaws or any agreement to which PCB is a party, and (ii) have been offered, sold, issued and delivered by PCB in all material respects in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends with respect to any shares of PCB capital stock. PCB does anticipate that it will adopt and implement an equity incentive plan that will provide for the grant of restricted stock awards and stock options (including incentive and non-qualified stock options) to officers and directors of PCB and will contain up to an aggregate number of shares of PCB Common Stock equal to thirty percent (30%) of the then outstanding common stock of PCB.

(c) Subsidiaries. PCB does not have any Subsidiaries other than Merger Sub. Merger Sub does not have any Subsidiaries.

(d) Business and Operations. Neither PCB nor Merger Sub conducts any business or operations.

(e) Regulatory Approvals. No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by PCB in connection with the execution, delivery or performance by PCB of this Agreement or to consummate the transactions contemplated hereby, except for: (A) filings of applications or notices with, and approvals or waivers by the FRB and the DFPI, as required (the “**Requisite Regulatory Approvals**”); (B) the filing of an application for, and the issuance of, the DFPI Permit as contemplated by Section 5.13 herein; (C) filings of applications and

notices with certain states and the receipt of all necessary state securities and “Blue Sky” permits or approvals, and (D) the filing of the Agreement of Merger with the California Secretary of State with respect to the Merger.

(f) No Brokers. The PCB Board has received a report by Janney Montgomery Scott LLC regarding the valuation of NCB based upon and subject to the factors, assumptions, and limitations set forth therein (the “Valuation”). No action has been taken by PCB that would give rise to any valid claim against any party hereto for a brokerage commission, finder’s fee or other like payment with respect to the transactions contemplated by this Agreement other than fees.

(g) Merger Sub. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated hereby and has engaged in no business other than in connection with the transactions contemplated by this Agreement. All of the issued and outstanding capital stock of Merger Sub is owned directly or indirectly by PCB.

(h) Financing. PCB and Merger Sub has or will have access to sufficient funds to consummate the Merger and the other transactions contemplated hereby on the terms and subject to the conditions contemplated.

ARTICLE V COVENANTS

5.1 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of PCB and NCB agrees to use its commercially reasonable efforts in good faith, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable Laws, so as to permit consummation of the transactions contemplated hereby as promptly as practicable and otherwise to enable consummation of the transactions contemplated hereby, including the satisfaction of the conditions set forth in Article VI hereof, and shall cooperate fully with the other party hereto to that end.

5.2 Regulatory Filings

(a) Subject to the other provisions of this Agreement, PCB and NCB shall (and NCB shall cause the Bank to) cooperate and use their respective commercially reasonable efforts to prepare all documentation, to effect all filings and to obtain all permits, consents, approvals and authorizations of Governmental Authorities necessary to consummate the transactions contemplated hereby, including the Requisite Regulatory Approvals; and PCB and NCB shall (and NCB shall cause the Bank to) use its commercially reasonable efforts to make any necessary filings with Governmental Authorities, as soon as reasonably practicable following the date of this Agreement, and in any event within 30 days of the date hereof to obtain the Requisite Regulatory Approvals (the “Requisite Regulatory Applications”).

(b) Each Party agrees, upon request, to furnish the other Party with all information concerning itself and its directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on behalf of such other Party to any third party or Governmental Authority.

(c) Except as to any material or information that is confidential or proprietary to PCB or NCB (or for which PCB or NCB is subject to a confidentiality obligation or undertaking), each Party shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case subject to applicable Laws relating to the confidentiality of information, all the information relating to PCB, NCB and/or the Bank, as the case may be, that appear in any filing made with, or written materials submitted to, any Governmental Authority in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the Parties shall act reasonably and as promptly as practicable. The Parties shall consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all Governmental Authorities necessary or advisable to consummate the transactions contemplated by this Agreement, including the Requisite Regulatory Approvals and each Party will keep the other apprised of the status of matters relating to completion of the transactions contemplated by this Agreement.

(d) Each Party shall promptly advise the other Party upon receiving any communication from any Governmental Authority the consent or approval of which is required for consummation of the transactions contemplated by this Agreement that causes such Party to believe that there is a reasonable likelihood that any approval will not be obtained or that the receipt of any such approval may be materially delayed.

5.3 PCB Offering . In connection with PCB's efforts to obtain the Requisite Regulatory Approvals, pay the Merger Consideration at the Closing, and provide new capital to support the Bank's operations from and after the Effective Time in accordance with the terms of this Agreement, PCB shall use its commercially reasonable efforts to commence, not later than fifteen (15) days after the date of the this Agreement, an offering in accordance with the exemption from registration provided by Regulation D promulgated under the Securities Act or such other exemption as is available to sell that number of shares of its capital stock to Persons who are "accredited investors" (as that as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) and up to 35 Persons who are not accredited investors to raise not less than \$30,000,000, in the aggregate, (exclusive of expenses in such offering) in capital for PCB (the "**Offering**") prior to the Closing. Commencing on the 14th day after the commencement date of the Offering and then every ten (10) days thereafter the duly authorized representative of PCB shall deliver to NCB a written certification confirming the aggregate dollar amount of all subscription agreements so received by PCB in the Offering as of the day immediately such date thereof.

5.4 Press Releases. PCB and NCB shall consult with each other before issuing any press release with respect to the transactions contemplated hereby or this Agreement and shall not issue any such press release or make any such public statements without the prior consent of the other Party, which shall not be unreasonably withheld or delayed; provided, however, that either Party may, without the prior consent of the other Party (but after such consultation, to the extent practicable under the circumstances), issue such press release or make such public

statements as may upon the advice of outside counsel be required by Law or the rules or regulations of the securities exchange on which it trades, to the extent applicable.

5.5 Access; Information.

(a) Upon reasonable notice from PCB and subject to applicable Laws relating to the exchange of information, NCB shall afford PCB and its officers, employees, counsel, accountants and other authorized representatives such access during normal business hours throughout the period prior to the Effective Time to the books, records (including, without limitation, Tax Returns and work papers of independent auditors), properties, personnel and advisors of NCB and the Bank and to such other information relating to NCB and/or the Bank as PCB may reasonably request and, during such period, NCB shall furnish to PCB all information concerning the business, properties and personnel of NCB or the Bank as PCB may reasonably request. Such access to the books, records, properties, personnel, advisors, and information of NCB and the Bank shall permit PCB and its duly authorized representatives access for all purposes in connection with the Merger, including, without limitation: (i) meeting with, interviewing, and assessing the qualifications of employees of NCB or the Bank to be employed by PCB and/or the Bank from and after the Effective Time; (ii) assessing and confirming the timely conversion or continuation of the data processing systems and processes of NCB and the Bank in connection with the Merger; (iii) assessing and measuring the assets and liabilities of NCB and the Bank for purposes of fair value accounting in connection with the Merger; and (iv) otherwise confirming the accuracy and completeness of the information being provided by NCB to PCB under this Agreement.

(b) NCB shall cooperate, and use its commercially reasonable efforts to cause its independent auditor to cooperate, at NCB's expense, with PCB in order to enable PCB and its Affiliates to prepare financial statements, including, without limitation, pro forma financial information, for PCB, NCB, and/or the Bank that may be required by PCB in connection with the filing of regulatory applications with Governmental Authorities or otherwise required in connection with the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, NCB agrees that it will execute and deliver, and cause its officers to execute and deliver (including former officers of NCB after the Closing,) such "representation" letters as are customarily delivered in connection with audits and as the independent auditors of PCB may respectively reasonably request under the circumstances.

(c) All information furnished pursuant to this Section 5.4 shall be subject to the provisions of Section 5.18 of this Agreement. Neither PCB or NCB shall be required to provide access or disclose information where such access or disclosure would the jeopardize such Party's attorney-client privilege (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the Parties), provided that that in any event, a Party asserting such privilege will work with the other Parties in good faith to make appropriate substitute disclosure arrangements.

(d) Not later than fifteen (15) days after each calendar month end during the period from the date of this Agreement until the Closing Date or termination of this Agreement in accordance with its terms, NCB shall prepare in good faith and deliver to PCB: (A) a balance sheet of NCB and of the Bank as of such month end and related statements of income prepared

on a basis consistent with GAAP and the NCB Financial Statements (each such statement, an “Interim Statement”); (B) a copy of all reports to the NCB Board and the Bank Board for such month, including without limitation, reports regarding the deposits, Loans, any Loan under the terms of which the obligor is 90 or more days delinquent in payment of principal or interest, or to the Knowledge of NCB, in default of any other material provision thereof, each Loan which has been classified as “substandard,” “doubtful,” “loss” or “special mention” (or words of similar import) by the Bank, or an applicable regulatory authority, the ALLL report (including the analysis of the adequacy thereof), a listing of the OREO acquired by foreclosure or by deed-in-lieu thereof, including the book value (and appraised value) thereof, and each Loan with any director or executive officer of NCB and/or the Bank; (C) confirmation of NCB’s and the Bank’s accrual and/or payment of all expenses related to the Merger, including all accountant fees, attorneys’ fees, investment advisor and broker fees, employee and consultant salaries, fees, bonuses (including retention bonuses), change in control payments, and other compensation, conversion costs, and contract termination fees.

(e) NCB shall and shall cause the Bank to give not less than two (2) Business Days’ prior written notice of and to permit a duly authorized representative of PCB to attend (whether virtually or in person) all meetings of the NCB Board, the Bank Board, and all committees thereof, as an observer on behalf of PCB. Such representative of PCB shall have no authority to participate in or vote on any matters considered at such meetings.

(f) No investigation by any of the Parties or their respective representatives shall affect the representations, warranties, covenants or agreements of the other Party set forth herein.

5.6 No Solicitation.

(a) NCB shall not, and shall not permit or authorize any of its Affiliates, directors, officers, employees, agents and representatives (including without limitation any investment banker, financial advisor, attorney, accountant or other representatives retained by NCB) (all of the foregoing, collectively “Representatives”), directly or indirectly, to: (i) solicit, initiate, encourage or knowingly facilitate any inquiry, proposal or offer with respect to, any Acquisition Proposal, or any inquiry, proposal or offer that is reasonably likely to lead to any Acquisition Proposal; or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information or data with respect to, or otherwise cooperate in any way with, any Acquisition Proposal.

(b) NCB shall: (i) immediately cease and cause to be terminated all existing discussions or negotiations with any Person conducted heretofore with respect to any Acquisition Proposal; and (ii) not terminate, waive, amend, release or modify any provision of any confidentiality or standstill agreement to which it or any of its Affiliates or Representatives is a party with respect to any Acquisition Proposal, and shall enforce the provisions of any such agreement.

(c) NCB agrees that it: (i) will promptly (and, in any event, within 24 hours) notify PCB if any inquiries, proposals or offers with respect to an Acquisition Proposal are received by, any such information is requested from, or any such discussions or negotiations are

sought to be initiated or continued with, NCB, or any of its Representatives indicating, in connection with such notice, the name of such Person and the material terms and conditions of any proposals or offers (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements); (ii) will not conduct any discussions or negotiations with any Person regarding any such inquiries, proposals or offers; and (iii) thereafter shall keep PCB informed, on a current basis, of the status and terms of any such proposals or offers (including amendments thereto) and the status of any such response, discussions or negotiations involving NCB.

(d) NCB agrees that any violation of the restrictions set forth in this Section 5.5 by any Representative of NCB or the Bank, whether or not such Person is purporting to act on behalf of NCB or the Bank, shall be deemed to be a material breach of this Agreement by NCB.

(e) NCB shall not prior to the termination of this Agreement, take any action to exempt any Person (other than PCB and its Affiliates) from the restrictions on “business combinations” or any similar provision contained in any Antitakeover Law or otherwise cause such restrictions not to apply, or agree to do any of the foregoing.

(f) NCB agrees that, prior to the termination of this Agreement, it shall not submit to the vote of its shareholders any Acquisition Proposal or propose to do so.

5.7 Shareholder Recommendation.

(a) NCB, through the NCB Board, shall: (i) recommend to the NCB shareholders that they approve this Agreement; (ii) include such recommendation in the Proxy Statement-Offering Circular; and (iii) publicly reaffirm such recommendation within 48 hours after a request to do so by PCB. Without limiting the generality of the foregoing, NCB agrees that its obligations to convene and hold the NCB Shareholders Meeting as soon as practicable under Section 5.7(b) shall not be affected by the commencement, public proposal, public disclosure or communication to NCB or any other Person of any Acquisition Proposal.

(b) PCB, through the PCB Board, shall: (i) recommend to the PCB shareholders that they approve this Agreement; (ii) include such recommendation in the Proxy Statement-Offering Circular; and (iii) publicly reaffirm such recommendation within 48 hours after a request to do so by NCB.

5.8 Requisite Shareholder Approvals.

(a) Proxy Statement-Offering Circular. For the purposes of holding the NCB Shareholders Meeting and the PCB Shareholders Meeting, NCB and PCB shall cooperate in the preparation of a joint proxy statement and offering circular satisfying all applicable requirements of applicable state and federal securities Laws, and the rules and regulations thereunder (such proxy statement-offering circular in the form mailed to the shareholders of NCB and PCB, together with any and all amendments or supplements thereto and accompanying materials, including proxy cards, being herein referred to as the “**Proxy Statement-Offering Circular**”). PCB shall file a draft of the Proxy Statement-Offering Circular, with the DFPI in connection with the permit application as described in Section 5.13. PCB shall use its best efforts to have the

Proxy Statement-Offering Circular approved by the DFPI as promptly as practicable after such filing, and following receipt of the DFPI Permit, NCB shall thereafter promptly mail the Proxy Statement-Offering Circular to NCB's shareholders and PCB shall thereafter promptly mail the Proxy Statement-Offering Circular to PCB's shareholders. PCB shall also use its commercially reasonable efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated by this Agreement, and NCB shall furnish all information concerning NCB, the Bank, and the holders of NCB Common Stock, as may be reasonably requested in connection with any such action. NCB and PCB shall provide each other with any information concerning itself that the other Party may reasonably request in connection with the drafting and preparation of the Proxy Statement-Offering Circular, and PCB shall notify NCB promptly of the receipt of any comments of the DFPI or any blue sky administrator with respect to the Proxy Statement-Offering Circular and of any requests by the DFPI or any blue sky administrator for any amendment or supplement thereto or for additional information and shall promptly provide to NCB copies of all correspondence between PCB or any of its representatives and the DFPI. PCB shall give NCB and its counsel the opportunity to review and comment on the Proxy Statement-Offering Circular prior to its being filed with the DFPI and shall give each other and their respective counsel the opportunity to review and comment on all amendments and supplements to the Proxy Statement-Offering Circular and all responses to requests for additional information and replies to comments prior to their being filed with, or sent to, the DFPI. PCB and NCB agree to use commercially reasonable efforts, after consultation with the other Party hereto, to respond promptly to all such comments of and requests by the DFPI and to cause the Proxy Statement-Offering Circular and all required amendments and supplements thereto to be mailed to the holders of NCB Common Stock entitled to vote at the NCB Shareholders Meeting and the holders of PCB Common Stock entitled to vote at the PCB Shareholders Meeting at the earliest practicable time. NCB and PCB shall promptly notify the other Party if at any time it becomes aware that the Proxy Statement-Offering Circular contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In such event, the Parties shall cooperate with each other in the preparation of a supplement or amendment to such Proxy Statement-Offering Circular that corrects such misstatement or omission, and PCB shall file an amended Proxy Statement-Offering Circular with the DFPI, as required, and the Parties shall mail such supplement or amendment to holders of NCB Common Stock entitled to vote at the NCB Shareholders Meeting and to the holders of PCB Common Stock entitled to vote at the PCB Shareholders Meeting at the earliest practicable time.

(b) Shareholder Meetings and Approval. As promptly as practicable after the receipt of the DFPI Permit, NCB shall take all steps necessary to give notice of, convene and hold a meeting of its shareholders (the "**NCB Shareholders Meeting**") and PCB shall take all steps necessary to give notice of, convene and hold a meeting of its shareholders (the "**PCB Shareholders Meeting**") (and to obtain approval of the shareholder of Merger Sub), for the purpose of considering this Agreement, and for such other purposes as may be, in their reasonable judgment, necessary or desirable. Notwithstanding anything to the contrary contained in this Agreement, neither NCB nor PCB shall be required to hold a shareholders' meeting if this Agreement is terminated pursuant to Section 7.1 prior to the scheduled time of their respective shareholders' meeting.

5.9 Post-Merger NCB and Bank Boards. Effective as of the Effective Time: (a) the number of directors that will comprise the full NCB Board and the Bank Board shall each be five (5) Persons; (b) each member of the NCB Board and each member of the Bank Board shall take all action necessary to appoint the members of the PCB Board immediately prior to the Effective Time to the NCB Board and the Bank Board, respectively, effective as of the Effective Time to serve until the first annual meeting of shareholders of each of NCB and the Bank, following the Effective Time and until his or her successor is elected and qualified; and (c) each member of the NCB Board, each member of the Bank Board, and each member of the MCBL-1 Board of Directors shall resign their respective positions effective as of the Closing Date.

5.10 Notification of Certain Matters. NCB shall give prompt notice to PCB and PCB shall give prompt notice to NCB, of any fact, event or circumstance known to it that: (i) is reasonably likely, individually or taken together with all other facts, events and circumstances known to such party, to result in any Material Adverse Effect with respect to such party; (ii) would cause or constitute a material breach of any of its representations, warranties, covenants or agreements contained herein; or (iii) lead to litigation or regulatory action that would delay or prevent the consummation of the transactions contemplated by this Agreement.

5.11 Consents. NCB shall use commercially reasonable efforts to obtain the waiver, approval and/or consents to assignment for all NCB Material Contracts so identified as requiring consent on the **Schedule 4.2(I) of the NCB Disclosure Schedule** (the “**Consents**”). Where required by law or by agreements with third parties, NCB shall use commercially reasonable best efforts to obtain from third parties, prior to the Closing Date, all other consents to the transactions contemplated by this Agreement.

5.12 Antitakeover Statutes. PCB (and PCB shall cause Merger Sub), NCB (and NCB shall cause the Bank), and their respective Boards of Directors shall, if any Antitakeover Law or similar statute becomes applicable to this Agreement and the transactions contemplated hereby, take all action reasonably necessary to ensure that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise to minimize the effect of Antitakeover Law or similar statute on this Agreement and the transactions contemplated hereby.

5.13 Notice to NCB Customers. On and after the receipt of all Regulatory Approvals and shareholder approvals required to consummate the transactions contemplated hereby, PCB and NCB shall cause the Bank to provide one or more written notices (which may be joint notices from PCB and the Bank) to customers of NCB to describe the proposed transactions and the effect on customers and planned transition procedures. NCB shall have the right to review and approve the substance of any such communications, provided that NCB shall not unreasonably withhold, delay or condition its approval.

5.14 Indemnification; Directors and Officers Insurance.

(a) For a period of six (6) years from and after the Effective Time, NCB shall indemnify and hold harmless, to the fullest extent permitted under applicable Law and the NCB Articles and the NCB Bylaws (and shall also advance expenses as incurred to the fullest extent permitted under applicable Law and the NCB Articles and the NCB Bylaws), each present and

former director and officer of NCB (in each case, when acting in such capacity) determined as of the Effective Time (collectively, the “Indemnified Parties”) against any costs or expenses (including reasonable attorneys’ fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of matters existing or occurring at or prior to the Effective Time regarding NCB and such Person’s service as a director or officer of NCB and/or the Bank, including the transactions contemplated by this Agreement; provided that the Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification by NCB or PCB.

(b) Any Indemnified Party wishing to claim indemnification under Section 5.13(a), upon learning of any claim, action, suit, proceeding or investigation described above, must promptly notify PCB; provided that failure to so notify will not affect the obligations of NCB or PCB under Section 5.13(a) unless and to the extent that NCB or PCB is actually and materially prejudiced as a consequence, including to the extent the failure to so notify impacts D&O Insurance (as defined below) coverage.

(c) Prior to the Effective Time, NCB shall, or if NCB is unable to, PCB as of the Effective Time shall, obtain at the cost and expense of the Bank, “tail” directors & officers and cyber & privacy liability combined insurance (providing only for the Side A coverage for Indemnified Parties where the existing policies also include Side B coverage for the Bank) with a claims period of six (6) years from and after the Effective Time with respect to directors’ and officers’ liability insurance and fiduciary liability insurance (collectively, “D&O Insurance”) with benefits and levels of coverage at least as favorable to the Indemnified Parties as the Bank’s existing policies with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); provided, however, that in no event shall NCB, PCB or the Bank expend for “tail” insurance policies a premium amount in excess of 250% of the annual premium amount in effect for such coverage as of the Effective Time (the “Maximum Amount”); provided, further, that if the premium for such insurance coverage exceeds the Maximum Amount NCB or PCB shall obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Amount.

(d) The provisions of this Section 5.13 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party as if he or she was a party to this Agreement and shall be binding upon the assigns and successors of PCB.

5.15 California Permit.

(a) Preparation and Filing of Permit Application. PCB and NCB contemplate that all shares of PCB Common Stock exchanged for the Shares in the Merger shall be exempt from the Securities Act under the provisions of Section 3(a)(10) of the Securities Act. PCB shall promptly prepare and file an appropriate application with the Commissioner for a permit to issue and exchange securities as described in Section 25142 of the CGCL and as will be in compliance with the California Corporate Securities Law of 1968 (the “**DFPI Permit**”). The DFPI Permit shall approve the issuance of a sufficient number of shares of PCB Common Stock to complete

the exchange of the Shares for shares of PCB Common Stock pursuant to Article II of this Agreement. PCB and NCB shall cooperate in all reasonable respects with regard to the preparation of the related Proxy Statement-Offering Circular in preliminary form so it can be filed with the Commissioner for purposes of a permit application under Section 25142 of the CGCL. The Proxy Statement-Offering Circular shall constitute a disclosure document for the offer and issuance of the shares of PCB Common Stock to be received by holders of the Shares in the Merger and, a proxy statement with respect to the solicitation of the shareholders of NCB and the shareholders of PCB with respect to approval of this Agreement and the transactions contemplated hereby (including the Merger), and shall include (i) statements to the effect that the NCB Board has unanimously recommended that holders of NCB Common Stock vote in favor of the approval of this Agreement and the transactions contemplated hereby (including the Merger) and the PCB Board has unanimously recommended that holders of PCB Common Stock vote in favor of the approval of this Agreement and the transactions contemplated hereby (including the Merger); and (ii) such other information as NCB and PCB may agree is required or advisable to be included therein. PCB and NCB shall each provide promptly to the other such information concerning its business and financial condition and affairs as may be required or appropriate for inclusion in the application for the DFPI Permit or in the Proxy Statement-Offering Circular (or other proxy or solicitation materials), and shall cause its legal counsel, financial advisors and independent auditors to cooperate with the other Party's legal counsel, financial advisors and independent auditors in the preparation of the permit application and the Proxy Statement-Offering Circular (and any other proxy or solicitation materials).

(b) Issuance of Permit. PCB and NCB shall use their best efforts to have the DFPI Permit (and any necessary or appropriate amendments or supplements thereto) issued by the Commissioner under the California Corporate Securities Law of 1968 as soon as practicable.

5.16 Benefit Plans.

(a) Termination of NCB Benefit Plans. Prior to the Closing Date, NCB shall take all action necessary to terminate: (i) the NCB 2022 Omnibus Equity Incentive Plan and the NCB 2007 Stock Option Plan; (ii) all options to purchase NCB Common Stock and all stock option agreements corresponding thereto that have not been exercised prior to the Closing Date in accordance with the terms of the respective NCB Benefit Plan and Section 2.3 of this Agreement; and (iii) any other NCB Benefit Plans that PCB may specify; provided, however, that PCB must give advance written notice of any such request for termination prior to the Closing Date. NCB shall cause the Bank to take all action necessary to continue the NCB 401(k) Plan.

(b) Participation in Bank Benefit Plans. As of and following the Effective Time, the employees of the Bank as of the Effective Time who continue to be employed by the Bank after the Effective Time (collectively, the "**NCB Employees**") shall continue to be eligible to participate in health, vacation and other non-equity based employee benefit plans of the Bank (the "**Bank Benefit Plans**") in the same manner as immediately prior to the Effective Time, including without limitation, to the extent permissible, such Bank Benefit Plan to waive: (i) any pre-existing condition restriction that did not apply under the terms of any Bank Benefit Plan immediately prior to the Effective Time; and (ii) any waiting period limitation or evidence of insurability requirement which would otherwise be applicable to a NCB Employee on or after the

Effective Time to the extent such NCB Employee had satisfied any similar limitation or requirement prior to the Effective Time.

(c) Severance Program/Retention Program.

(i) Other than as set forth on Schedule 5.16(c) of the NCB Disclosure Schedule, any employee of NCB (excluding any such employee who is party to an employment agreement, change-in-control agreement, retention bonus agreement, or severance agreement which provides for severance payments and any employee who holds the title, as of the date of this Agreement or later, of President and Chief Executive Officer or Chief Financial Officer of NCB or the Bank) whose employment is terminated other than for Cause, (with “Cause” defined as willful breach of a policy of the Bank, willful material failure to perform such employee’s duties and obligations to the Bank or such employee’s fraud, gross negligence, personal material dishonesty in connection with performance of duties to the Bank or willful misconduct in the course of performing such employee’s duties) by the Bank within ninety (90) days immediately following the Closing Date, shall be entitled to receive severance payments in an amount equal to: two weeks’ salary for each year employed by the Bank subject to a cap of four (4) months’ base salary in effect as of the date of this Agreement.

(ii) Prior to the Effective Time, PCB will consider, in consultation with NCB, establishing an employee retention program and allocating pursuant to such program cash awards to certain NCB employees to remain in the employ of NCB and/or the Bank through the Closing and/or upon completion of the system integration process between NCB and the Bank, on one hand, and PCB, on the other hand.

(d) Nothing contained herein, express or implied, is intended to or shall (i) confer upon any current or former employee or independent contractor of NCB or the Bank (A) any third-party beneficiary or other rights to enforce the provisions of this Section 5.14 or (B) any right to employment or continued employment for any period or continued receipt of any specific employee benefit or other term or condition of employment with the Bank or any of its Affiliates, or (ii) constitute an amendment to or any other modification of any Bank Benefit Plan.

5.17 Certain Policies. Prior to the Closing Date and after receipt of all Requisite Regulatory Approvals, NCB shall, consistent with GAAP and applicable banking Laws and regulations, to the extent requested by PCB, modify or change any of its accounting policies and practices (including loan classifications and levels of reserves) and make accounting adjustments, if any, so as to be applied on a basis that is consistent with that of PCB; provided, however, that no such modifications or changes need be made prior to the satisfaction of the condition set forth in Section 6.1(a); and further provided that in any event, no accrual or reserve made by NCB pursuant to this Section 5.17 shall constitute or be deemed to be a breach, violation of or failure to satisfy any representation, warranty, covenant, agreement, condition or other provision of this Agreement or otherwise be considered in determining whether any such breach, violation or failure to satisfy shall have occurred. The recording of any such adjustments shall not be deemed to imply any misstatement of previously furnished financial statements or information and shall not be construed as concurrence of NCB or its management with any such adjustments.

5.18 Updated Schedules. On a date five (5) Business Days prior to the proposed Closing Date, NCB shall modify any Disclosure Schedule to this Agreement which such party has provided in connection with this Agreement or add any Schedule or Schedules for the purpose of making the representations and warranties to which any such Schedule relates true and correct in all material respects as of such date, whether to correct any misstatement or omission in any Schedule or to correct any additional information obtained by such party subsequent to the date any Schedule was previously delivered by the party to the other party or parties. Notwithstanding the foregoing, any updated Schedule will not have the effect of making any representation or warranty contained in this Agreement true and correct in any respect for the purposes of Section 6.2(a) or Section 6.3(a), as applicable.

5.19 Tax Matters. It is intended that the transfer of NCB Common Stock in exchange for PCB Common Stock pursuant to the Merger shall constitute an exchange within the meaning of Section 351 of the Code. Each of the parties agrees to prepare and file all U.S. federal income Tax Returns in accordance with this Section 5.17 and shall not take any position inconsistent therewith in the course of any audit, litigation, or other legal proceeding with respect to U.S. federal income Taxes; provided that nothing contained herein shall prevent any party from settling any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of such treatment, and no party shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such treatment.

5.20 Confidentiality.

(a) PCB and NCB acknowledge and agree that the NDA is a binding and enforceable binding agreement by and among the parties thereto; provided, however, that PCB and NCB agree that from and after the date of this Agreement, the terms of this Section 5.20 shall govern the obligations, duties and responsibilities of the Parties to this Agreement regarding the confidentiality and use of all information provided or furnished in connection with this Agreement, including all information contained in the Disclosure Schedules.

(b) From the date of this Agreement until the later of: (i) the third anniversary of the Closing Date; (ii) the third anniversary of the date of termination of this Agreement in accordance with its terms; or (iii) such date as is required by applicable Law (the “Confidentiality Period”), NCB agrees to: (x) treat and hold confidentially and not to disclose any Confidential Information of PCB and the Group; (y) refrain from using any of the Confidential Information of PCB, the Group or NCB except in connection with this Agreement or otherwise for the benefit of PCB; and (z) deliver promptly to PCB or destroy, at the written request and option of PCB, all tangible embodiments (and all copies) of the Confidential Information of PCB which are in NCB’s possession, except as otherwise permitted herein. If NCB is requested or required (by oral question or written request for information or documents in any proceeding) by any Governmental Authority of competent jurisdiction to disclose any Confidential Information of PCB or the Group, to the extent permitted by applicable Law, NCB will notify and consult with PCB promptly upon receipt of the request or becoming aware of the requirement; provided that NCB shall not be required to provide such notification or consult with PCB in the event of any such requested or required disclosure in connection with a routine audit or examination by a bank examiner or auditor of NCB that does not specifically target PCB, the Group or the transactions contemplated hereby.

(c) During the Confidentiality Period, PCB agrees to: (i) treat and hold confidentially and not to disclose any Confidential Information of NCB and the Bank; (ii) refrain from using any of the Confidential Information of NCB or the Bank except in connection with this Agreement and the Merger; and (iii) deliver promptly to NCB or destroy, at the written request and option of NCB, all tangible embodiments (and all copies) of the Confidential Information of NCB or the Bank which are in PCB's possession, except as otherwise permitted herein. If PCB is requested or required (by oral question or written request for information or documents in any proceeding) by any Governmental Authority of competent jurisdiction to disclose any Confidential Information of NCB or the Bank, to the extent permitted by applicable Law, PCB will notify and consult with NCB promptly upon receipt of the request or becoming aware of the requirement; provided that PCB shall not be required to provide such notification or consult with NCB in the event of any such requested or required disclosure in connection with a routine audit or examination by a bank examiner or auditor of PCB, NCB or the Bank or any of its Affiliates that does not specifically target NCB, the Bank or the transactions contemplated hereby.

(d) For purposes of this Agreement, "Confidential Information" means all of the following information of the respective party, whether received before or during the period from the date of this Agreement until the earlier of the Closing of the Merger or the termination of this Agreement in accordance with Article VII: (i) confidential information and trade secrets, including any of the same comprising the identity, lists or descriptions of any customers (including any confidential information of customers), referral sources or organizations; (ii) financial statements, cost reports or other financial information; (iii) contract proposals, or bidding information; (iv) business plans and training and operations methods and manuals; (v) personnel records; (vi) information concerning fee structures; (vii) management systems, policies or procedures, including related forms and manuals; (viii) minute books, Tax records, papers and records relating to the assets, stock, properties, operations, liabilities, regulatory filings, shareholder meetings, shareholder lists, and litigation; and (ix) all books and records not already included in clauses (i) through (viii) of this definition. Confidential Information shall not include any information: (A) which is disclosed pursuant to subpoena or other legal process; (B) which is disclosed by any Person not in violation or breach of an obligation or agreement regarding confidentiality; or (C) which is or becomes readily ascertainable from publicly available sources. Notwithstanding anything to the contrary contained herein, subject to the foregoing, Confidential Information relating to NCB shall be deemed NCB's Confidential Information until such time, if ever, as the Closing occurs and shall be deemed the Confidential Information of PCB and the Bank at such time, if ever, as the Closing does occur.

(e) Notwithstanding the foregoing provisions of this Section 5.20: (i) Confidential Information that is contained in an archived computer system backup in accordance with a security and/or disaster recovery procedure need not be returned or destroyed; (ii) the party obligated to return Confidential Information need not return the Confidential Information if retention is required by applicable law (such as during pending litigation); and (C) the party's accountants and attorneys shall be entitled to retain for their records a copy of any work product produced by them in connection with this Agreement and the Merger; provided, however, that in each case such Confidential Information shall remain subject to the confidentiality provisions of this Agreement.

ARTICLE VI
CONDITIONS TO CONSUMMATION OF THE TRANSACTION

6.1 Conditions to Each Party's Obligation to Effect the Transactions

Contemplated Hereby. The respective obligation of each of the Parties hereto to consummate the transactions contemplated hereby (the "**Closing**") is subject to the fulfillment or, to the extent permitted by applicable Law, written waiver by the parties hereto prior to the Closing Date, of each of the following conditions:

(a) **Regulatory Approvals.** All Regulatory Approvals required to consummate the transactions contemplated hereby, including but not limited to the Merger, shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired, and no such approvals shall contain any non-standard conditions, restrictions or requirements which PCB or NCB reasonably determine in good faith would, individually or in the aggregate, materially reduce the benefits of the transactions contemplated hereby to such a degree that PCB or NCB, as the case may be, would not have entered into this Agreement had such conditions, restrictions or requirements been known at the date hereof (any such condition, restriction or requirement, a "**Burdensome Condition**").

(b) **No Injunction.** No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits or makes illegal consummation of the transactions contemplated hereby.

(c) **Requisite Shareholder Approvals.** This Agreement shall have been duly approved by the affirmative vote of at least a majority of the number of the outstanding shares of NCB Common Stock in accordance with Section 1201 of the CGCL (the "**Requisite NCB Shareholder Approval**"), by the affirmative vote of at least a majority of the number of outstanding shares of PCB Common Stock in accordance with Section 1201 of the CGCL (the "**Requisite PCB Shareholder Approval**") and by the affirmative vote of at least a majority of the number of the outstanding shares of Merger Sub in accordance with Section 1201 of the CGCL.

(d) **Issuance of Permit.** The DFPI Permit (and any necessary or appropriate amendments or supplements thereto) shall have been issued by the Commissioner, after a hearing before the DFPI upon the fairness of the terms and conditions of the issuance and exchange of shares of PCB Common Stock for the Shares, no stop order denying effectiveness to, or suspending or revoking the effectiveness of such qualification shall be in effect and no proceedings for such purpose shall have been initiated or threatened by or before the Commissioner, and the shares of PCB Common Stock qualified under the DFPI Permit shall have received all state securities and "Blue Sky" permits or approvals required to consummate the transactions contemplated by this Agreement.

6.2 Conditions to Obligations of NCB. The obligations of NCB to consummate the transactions contemplated hereby are also subject to the fulfillment or written waiver by NCB prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of PCB set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date), except where the failure to be so true and correct (without giving effect to any limitation as to “materiality” or “Material Adverse Effect” set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on PCB; provided that the representations and warranties of PCB: (i) set forth in Section 4.3(a) shall be true and correct as of such dates in all respects; and (ii) set forth in Section 4.3(b) shall be true and correct as of such dates other than for such failures to be true and correct as are *de minimis* in effect, and NCB shall have received a certificate, dated the Closing Date and signed on behalf of PCB by the President and Chief Executive Officer and the Chief Financial Officer of PCB to such effect.

(b) Performance of Obligations of PCB. PCB shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and NCB shall have received a certificate, dated the Closing Date, signed on behalf of PCB by the President and Chief Executive Officer and the Chief Financial Officer of PCB, as applicable, to such effect.

(c) No Material Adverse Effect. There shall not have occurred any event, circumstance, change, occurrence or state of facts that, individually or in the aggregate with all such other events, circumstances, changes occurrences or states of facts, has resulted in or would reasonably be expected to result in, a Material Adverse Effect on PCB.

(d) PCB Offering. PCB shall have raised not less than \$30,000,000 in new capital in the Offering (exclusive of costs of the Offering).

(e) Payment of Merger Consideration. PCB shall have delivered the Stock Consideration and the Cash Consideration (less the amount of the Deposit to the Exchange Agent) and the Exchange Agent shall have provided NCB with a certificate evidencing such delivery.

(f) Other Actions. PCB shall have furnished NCB with such certificates of its officers or others and such other documents to evidence fulfillment of the conditions set forth in Sections 7.1 and 7.2 as NCB may reasonably request.

6.3 Conditions to Obligations of PCB. The obligations of PCB to consummate the Merger and the other transactions contemplated hereby are also subject to the fulfillment or written waiver by PCB prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of NCB and the Bank set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date), except where the failure to be so true and correct (without giving effect to any limitation as to “materiality” or “Material Adverse Effect”

set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on PCB, NCB or the Bank, provided that the representations and warranties of NCB and the Bank set forth in Section 4.2(a), Section (b), Section 4.2(d), Section 4.2(e), Section 4.2(g) and Section 4.2(m) shall be true and correct as of such dates in all respects; and PCB shall have received a certificate, dated the Closing Date and signed on behalf of NCB by the President and Chief Executive Officer and the Chief Financial Officer of NCB to such effect.

(b) Performance of Obligations of NCB. NCB shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and PCB shall have received a certificate, dated the Closing Date and signed on behalf of NCB by the President and Chief Executive Officer and the Chief Financial Officer of NCB to such effect.

(c) Consents. NCB shall have delivered fully executed Consents as required by Section 5.11.

(d) FIRPTA Certificate. NCB shall have delivered to PCB a properly executed statement from NCB that meets the requirements of Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h)(1), dated as of the Closing Date and in form and substance reasonably satisfactory to PCB.

(e) Dissenters' Rights. Dissenters' rights shall not have been exercised and perfected by more than twenty percent (20%) of the outstanding NCB Common Stock.

(f) Resignations. PCB shall have received a written resignation from each of the directors and officers of NCB and the Bank, effective as of the Closing.

(g) Separation and Release Agreements. Not later than 30 days prior to the Closing Date, NCB shall have delivered the Confidential Separation and Release Agreement in the form of **Exhibit E** (the "**Separation and Release Agreement**") duly entered into and executed by the Persons listed on **Exhibit E-1**, which agreements shall have become irrevocable and shall not have been rescinded or amended without PCB's and the Bank's prior written approval, in their sole and absolute discretion.

(h) Termination of NCB Stock Options. NCB shall have terminated all stock option plans and agreements that have not been exercised prior to the Closing Date in accordance with the terms of the respective NCB Benefit Plan.

(i) Non-Solicitation, Non-Competition and Confidentiality Agreements. The Non-Solicitation, Non-Competition and Confidentiality Agreements in the form of **Exhibit B** hereto shall have been executed and delivered by each director and officer listed in **Exhibit B-1** hereto simultaneously with the execution of this Agreement and such agreements shall continue to be in full force and effect as of the Closing Date.

(j) Closing Financial Statements; Dispute Resolution.

(i) No earlier than the fifteenth (15th) Business Day nor later than the tenth (10th) Business Day prior to the Closing Date, NCB shall provide PCB with NCB's financial statements presenting the financial condition of NCB (on a consolidated basis) and the Bank's financial statements as of the close of business on the last day of the month ended prior to the Effective Time ("**Measurement Date**") and the results of operations for the period from January 1, 2023 through the close of business on the Measurement Date (which shall be prepared in good faith and in all material respects in accordance with GAAP and regulatory accounting principles and other applicable legal and accounting requirements and shall include the AOCI for NCB and the Bank as of such date) and shall be accompanied by a schedule detailing the Transaction Expenses and calculating the Bank Adjusted Shareholders' Equity and the Bank Adjusted Core Deposit Premium as of the Measurement Date along with such other documentation as reasonably requested by PCB for purposes of confirming such financial statements, the Transaction Expenses, the Bank Adjusted Shareholders' Equity, and the Bank Adjusted Core Deposit Premium along with a certificate of NCB's and the Bank's Chief Financial Officer, dated as of the day immediately prior to the delivery of such NCB and Bank financial statements, that such financial statements continue to reflect accurately as of the date of the certificate, the financial condition of NCB and the Bank, respectively, in all material respects.

(ii) PCB shall review such materials, and within two (2) Business Days following receipt thereof, shall notify NCB as to whether PCB accepts or disputes the Bank's Adjusted Shareholders' Equity and/or the Bank Adjusted Core Deposit Premium as so presented by NCB and the Bank (the "**Dispute Notice**"). If PCB does not deliver the Dispute Notice to NCB in a timely manner as specified above, PCB shall be deemed to have accepted the financial information as of the Measurement Date as presented by NCB. PCB shall describe in the Dispute Notice its specific requested changes or adjustments (the "**Disputed Items**") and PCB and NCB shall negotiate in good faith to resolve such Disputed Items. If PCB and NCB are unable to resolve such Disputed Items through negotiations within two (2) Business Days after delivery of the Dispute Notice by PCB, then the Parties shall engage the accountancy firm mutually agreeable to PCB and NCB within four (4) Business Days after delivery of the Dispute Notice by PCB (the "**Accountancy Firm**") and the Accountancy Firm shall use its best efforts, in good faith, to perform a review of the Disputed Items and shall make a determination as to the Disputed Items, providing its final written determination and the basis therefor (the "**Determination**") within five (5) Business Days after the appointment of the Accountancy Firm (with each of PCB and NCB being permitted to submit whatever supporting information they wish to the Accountancy Firm to assist the Accountancy Firm in making the Determination). Such Determination as is made by the Accountancy Firm shall be delivered to PCB and NCB, and such Determination shall be final and binding upon PCB and NCB absent demonstrable error. Each of PCB and NCB shall bear the costs of the Accountancy Firm in considering and rendering the Determination, equally.

(iii) In addition, on the day immediately prior to the Closing Date, NCB shall deliver to PCB a certificate of NCB's and the Bank's Chief Financial Officer, dated as of the delivery date, that: (i) NCB and the Bank have expensed, in full, all Transaction Expenses; and (ii) no material adverse change in the financial condition of NCB or the Bank has occurred between the Measurement Date and the day immediately prior to the Closing Date.

(k) No Material Adverse Effect. There shall not have occurred any event, circumstance, change, occurrence or state of facts that, individually or in the aggregate with all such other events, circumstances, changes occurrences or states of facts, has resulted in or would reasonably be expected to result in, a Material Adverse Effect on NCB or PCB.

(l) Minutes Books. NCB shall have delivered to PCB the minute books, stock transfer records, corporate seal and other materials and documents related to the corporate administration of NCB and the Bank

(m) Taxes. NCB shall have delivered to PCB certificate(s) dated as of a date not earlier than the fifth (5th) Business Day prior to the Closing Date executed by the appropriate officials of the State of California as to the payment of all applicable state Taxes by NCB and the Bank.

(n) Corporate Status. PCB shall have received certificate(s) as of a date not earlier than the fifth (5th) Business Day prior to the Closing executed by appropriate officials for the State of California as to the good standing (corporate status) of NCB and the Bank.

(o) Janney Valuation. The valuation of NCB provided by Janney Montgomery Scott LLC (the “**Valuation**”) has been issued to PCB as of the date the PCB Board approves the Agreement and the Merger.

(p) Fairness Opinion. The Fairness Opinion of The Findley Group shall have been issued to NCB as of the date of the NCB Board approves the Agreement and the Merger.

(q) Voting of NCB Shares. All parties to the NCB Shareholder Agreements shall have voted all NCB Common Stock held by them, directly or indirectly, and all NCB Common Stock beneficially owned by them in whatever form, in favor of the Agreement and the Merger.

(r) Election to Receive PCB Common Stock. The Election to Receive PCB Common Stock Agreement in the form of **Exhibit C** hereto shall have been executed and delivered by each Person listed on **Exhibit C-1** hereto simultaneously with the execution of this Agreement and such agreements shall continue to be in full force and effect as of the Closing Date and all parties to the Election to Receive PCB Common Stock Agreements shall have delivered to the Exchange Agent fully completed and executed Election Forms electing to receive all Stock Consideration in exchange for their Shares of NCB Common Stock in the Merger which election shall not have been revoked nor rescinded and the Exchange Agent shall confirm to PCB that it has received all such Election Forms, in writing, to PCB in such form as is reasonably acceptable to PCB.

(s) Cooperation Agreements. The Cooperation Agreement in the form of **Exhibit F** hereto shall have been executed and delivered by each Person listed on **Exhibit F-1** hereto simultaneously with the execution of this Agreement and such agreements shall continue to be in full force and effect as of the Closing Date.

(t) Election of NCB Directors and Bank Directors. NCB shall have taken all action necessary and shall have delivered to PCB written confirmation (in such form as is

reasonably acceptable to PCB) electing the members of the PCB to the NCB Board and Bank Board effective as of the Closing.

(u) Delivery of the Deposit. NCB shall have delivered an amount equal to the Deposit to the Exchange Agent.

(v) Other Actions. NCB shall have furnished PCB with such certificates of its officers or others and such other documents to evidence fulfillment of the conditions set forth in Sections 7.1 and 7.3, as PCB may reasonably request.

ARTICLE VII TERMINATION

7.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Effective Time:

(a) Mutual Consent. By the mutual consent in writing of PCB and NCB.

(b) Breach.

(i) By NCB, if PCB shall have breached or failed to perform any of its representations, warranties, covenants or agreements contained herein or if any representation or warranty of PCB shall have become untrue, which breach or failure to perform or to be true, either individually or in the aggregate, if occurring or continuing at the Effective Time (A) would result in the failure of any of the conditions set forth in Sections 6.1 or 6.2 and (B) cannot be or has not been cured by the earlier of (X) the Outside Date (as hereinafter defined) and (Y) 30 days after the giving of written notice to PCB of such breach or failure; provided, that NCB shall not have the right to terminate this Agreement pursuant to this Section 7.1(b)(i) if NCB is then in material breach of any of its covenants or agreements set forth in this Agreement; or

(ii) By PCB, if NCB or the Bank shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, or if any representation or warranty of NCB or the Bank shall have become untrue, which breach or failure to perform or to be true, either individually or in the aggregate, if occurring or continuing at the Effective Time (A) would result in the failure of any of the conditions set forth in Section 6.1 or 6.3 and (B) cannot be or has not been cured by the earlier of (X) the Outside Date and (Y) 30 days after the giving of written notice to NCB of such breach or failure; provided, that PCB shall not have the right to terminate this Agreement pursuant to this Section 7.1(b)(ii) if PCB is then in material breach of any of its covenants or agreements set forth in this Agreement.

(c) No Regulatory Approval. By PCB or NCB in the event PCB, NCB the Bank receives written notice from or is otherwise advised by a Governmental Authority that it will not grant (or intends to rescind or revoke if previously approved) any Regulatory Approval or the approval of any Governmental Authority required for consummation of the transactions contemplated hereby shall have been denied by final non-appealable action of such Governmental Authority or an application therefor shall have been permanently withdrawn at the request of a Governmental Authority, or in the event the approval of any Governmental

Authority required for consummation of the transactions contemplated hereby will not be granted without the imposition of a Burdensome Condition; provided, however, that no party shall have the right to terminate this Agreement pursuant to this Section 7.1(c) if such denial shall be due to the failure of such party seeking to terminate this Agreement to perform or observe the covenants of such party set forth herein.

(d) Material Adverse Change.

(i) By PCB in the event that any material adverse change or matter exists or is identified that would reasonably be expected to result in a Material Adverse Effect to PCB, NCB or the Bank.

(ii) By NCB in the event that any material adverse change or matter exists or is identified that would reasonably be expected to result in a Material Adverse Effect to PCB.

(e) Outside Date. By PCB or NCB if the Merger shall not have been consummated by January 31, 2024 (the “Outside Date”); provided, however, that neither party shall have the right to terminate this Agreement pursuant to this Section 7.1(e) if the failure of such party to perform or comply in all material respects with the covenants and agreements of such party set forth in this Agreement shall have been the direct cause of, or resulted directly in, the failure of the Merger to be consummated by the Outside Date.

(f) Requisite Shareholder Approvals. By PCB or NCB if the Requisite NCB Shareholder Approval and the Requisite PCB Shareholder Approval shall not have been obtained; provided, however, that NCB shall not have the right to terminate the Agreement pursuant to this Section 7.1(f) if NCB or any party to an NCB Shareholder Agreement shall have breached such shareholder’s obligation to vote all NCB Common Stock held by such shareholder in favor of the Agreement and the Merger.

(g) Actions. By PCB or NCB if any court of competent jurisdiction or other Governmental Entity shall have issued a judgment, order, injunction, rule or decree, or taken any other action restraining, enjoining or otherwise prohibiting any of the transactions contemplated by this Agreement and such judgment, order, injunction, rule, decree or other action shall have become final and non-appealable; provided, however, that the party seeking to terminate this Agreement pursuant to this Section 7.1(g) shall have used its reasonable best efforts to contest, appeal and remove such judgment, order injunction, rule, decree, ruling.

(h) PCB Offering . By PCB or NCB, in the event PCB fails to comply with its obligations under Section 5.3.

(i) Notice of Termination. In the event a Party elects to affect any termination pursuant to Sections 7.1(b) through (g) above, it shall give written notice to the other Party hereto specifying the basis for such termination.

7.2 **Liabilities and Remedies; Expense Reimbursement.**

(a) **Fees and Expenses.** Except as otherwise provided in this Section 7.2(c), all fees and expenses incurred in connection with this Agreement, the Merger and the other transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

(b) **Specific Performance.**

(i) The Parties hereby acknowledge and agree that the obligations undertaken by them hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of them hereunder to consummate this Agreement). The Parties acknowledge and agree that monetary damage, even if available, would not be an adequate remedy.

(ii) Accordingly, each of the Parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such party is entitled at law or in equity.

(iii) Each of the Parties hereby further waives any defense in any action for specific performance that a remedy at law or other remedy would be adequate and agrees that they will not oppose the granting of an injunction, specific performance, and other equitable relief on the basis that an adequate remedy at law or other remedy is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

(c) **Attorneys' Fees.** If any Party breaches this Agreement and, in order to obtain a judgment or order to enforce the terms of this Agreement, including obtaining specific performance in accordance with this Section 7.2, the other Party commences a suit that results in such a judgment or enforcement order against such breaching Party, the non-prevailing Party shall pay to the prevailing Party its costs and expenses (including reasonable attorneys' fees and expenses) in connection with such suit, together with interest thereon at the prime lending rate as published in The Wall Street Journal in effect on the date such payment was required to be made.

(d) **Return of Deposit.** In the event of termination of this Agreement pursuant to Section 7.1(b)(ii), Section 7.1(c), Section 7.1(d), Section 7.1(e) or Section 7.1(f), NCB shall refund the Deposit to PCB, together with interest accrued thereon from the date the Deposit was delivered to NCB to the date of payment to PCB, promptly, and in any event not later than ten (10) Business Days after the date of such termination.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Representations, Warranties and Agreements. No representations, warranties, covenants and agreements of the parties hereto set forth in this Agreement shall survive the Effective Time (other than agreements or covenants contained herein that by their

terms are to be performed in whole or in part after the Effective Time) or the termination of this Agreement if this Agreement is terminated prior to the Effective Time (other than Article VI, Article VII, and Section 7.2, which shall survive such termination).

8.2 Waiver; Amendment. Prior to the Effective Time, any provision of this Agreement may be (i) waived, by the party benefited by the provision or (ii) amended or modified at any time, by an agreement in writing among the parties hereto executed in the same manner as this Agreement.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

8.4 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction. The parties hereto agree that any disputes, claims, disagreements, lawsuits, actions or controversies of any type or nature whatsoever that, directly or indirectly, arise from or relate to this Agreement, including, without limitation, claims relating to the inducement, construction, performance or termination of this Agreement, shall be brought in the state superior court located in Orange County, California or Federal district courts located in Orange County, California, and the Parties hereto agree not to challenge the selection of that venue in any such proceeding for any reason, including, without limitation, on the grounds that such venue is an inconvenient forum.

8.5 Expenses. Except as otherwise provided for in Section 7.2, all expenses incurred by PCB and NCB in connection with or related to the authorization, preparation and execution of this Agreement, the solicitation of shareholder approvals and all other matters related to the Closing of the transactions contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of agents, representatives, counsel, and accountants employed by either of the parties or their respective Affiliates, shall be borne solely and entirely by the party which has incurred the same, including, but not limited to, any costs and/or expense associated with the mailing of the Proxy Statement-Offering Circular to the NCB shareholders and the soliciting of the approval of its shareholders shall be paid by NCB and those expenses associated with the mailing of the Proxy Statement-Offering Circular to the PCB Shareholders and the soliciting of the approval of its shareholders shall be paid by PCB.

8.6 Notices. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered, e-mailed (with confirmation) or mailed by registered or certified mail (return receipt requested), or delivered by an overnight courier (with confirmation) to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

If to NCB:

Northern California Bancorp, Inc.
601 Munras Avenue
Monterey, California 93940
Attention: Charles Chrietzberg, President and Chief Executive Officer
Email: charles@montereycountybank.com

With a copy to:

Gary Steven Findley & Associates
3808 E. La Palma Avenue
Anaheim, California, 92807
Attention: Gary Findley, Esq.
Email: gsf@findley-reports.com

If to PCB:

PCB Financial, Inc.
c/o Gala Capital Partners, LLC
3191 Red Hill Avenue, Suite 200
Costa Mesa, California 92626
Attention: Anand Gala
Email: agala@galacapitalpartners.com

With a copy to:

Husch Blackwell LLP
355 South Grand Avenue, Suite 2850
Los Angeles, California 90071
Attention: Arthur A. Coren, Esq.
Email: arthur.coren@huschblackwell.com

8.7 Entire Understanding; No Third-Party Beneficiaries. This Agreement and the NCB Non-Solicitation, Non-Competition and Confidentiality Agreements, the NCB Shareholder Agreements, the Election to Receive PCB Common Stock Agreement, the Severance and Release Agreements, and the Cooperation Agreement (collectively, the “**Ancillary Agreements**”) represent the entire understanding of the Parties hereto and thereto with reference to the transactions contemplated hereby, and this Agreement and the Ancillary Agreements supersede any and all other oral or written agreements heretofore made. Except for the provisions of Sections 5.8, 5.12 and 5.14, nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties hereto or their respective successors any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain

in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

8.9 Interpretation. When a reference is made in this Agreement to Sections, Annexes or Schedules, such reference shall be to a Section of, or Annex or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby,” and words of like import, unless the context requires otherwise, refer to this Agreement (including Exhibits and Schedules hereto). Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Whenever the words “as of the date hereof” are used in this Agreement, they shall be deemed to mean the day and year first above written. “Writing,” “written,” and comparable terms refer to printing, typing and other means of reproduction words (including electronic media) in a visible form. Any reference to any money or currency or use of “\$” refers to U.S. Dollars. Except as the context may otherwise require, references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; provided that with respect to any contract listed on any Schedule hereto, all such amendments, modifications or supplements must also be listed on the appropriate Schedule. References to a statute will be to such statute, as amended from time to time, and to the rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

8.10 Assignment. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

NORTHERN CALIFORNIA BANCORP, INC.

By: Charles T. Chrietberg
Print Name: Charles Chrietberg
Its: President and Chief Executive Officer

By: Dorina Chan
Print Name: Dorina Chan
Its: Corporate Secretary

PCB FINANCIAL, INC.

By: _____
Print Name: Anand Gala
Its: President and Chief Executive Officer

By: _____
Print Name: Gilles Kersten
Its: Corporate Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

NORTHERN CALIFORNIA BANCORP, INC.

By: _____
Print Name: Charles Chrietzberg
Its: President and Chief Executive Officer

By: _____
Print Name: _____
Its: Corporate Secretary

PCB FINANCIAL, INC.

By:  _____
Print Name: Anand Gala
Its: President and Chief Executive Officer

By: _____
Print Name: Gilles Kersten
Its: Corporate Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

NORTHERN CALIFORNIA BANCORP, INC.

By: _____
Print Name: Charles Chrietzberg
Its: President and Chief Executive Officer

By: _____
Print Name: _____
Its: Corporate Secretary

PCB FINANCIAL, INC.

By: _____
Print Name: Anand Gala
Its: President and Chief Executive Officer

By: *G.D. Kersten*
Print Name: Gilles Kersten
Its: Corporate Secretary

EXHIBIT A

SHAREHOLDER AGREEMENT

This **SHAREHOLDER AGREEMENT**, dated as of September 11, 2023 (this “**Agreement**”), is entered into by and among PCB Financial, Inc., a California corporation (“**PCB**”), Northern California Bancorp, Inc., a California corporation (“**NCB**”), and the undersigned shareholder (“**Shareholder**”) of NCB, with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, PCB and NCB are entering into an Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”), providing, among other things, for the merger of a wholly-owned subsidiary of PCB (the “**Merger Sub**”) with and into NCB, with NCB surviving (the “**Merger**”) and a wholly-owned subsidiary of PCB;

WHEREAS, NCB’s Board has approved the Merger Agreement and the transactions contemplated thereby;

WHEREAS, as a condition and inducement to PCB’s willingness to enter into the Merger Agreement, NCB has required that Shareholder enter into this Agreement;

WHEREAS, Shareholder is the registered and beneficial owner (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of such number of shares of NCB Common Stock as is indicated on Shareholder’s signature page to this Agreement under the heading “Total Number of Shares of NCB Common Stock Subject to this Agreement” (such shares, together with any other shares of NCB Common Stock acquired or otherwise beneficially owned by Shareholder after the date hereof and during the term of this Agreement, including through the exercise of any stock options, warrants or similar securities or instruments, the “**Shares**”) and Shareholder desires to make the Shares subject to the terms of this Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Ownership of Shares; Transfer.

(a) Except as otherwise described in Appendix A, Shareholder represents and warrants to PCB and NCB that: (i) Shareholder is the sole record and beneficial owner of, and has good and marketable title to, the Shares; (ii) the Shares constitute all of Shareholder’s interest in the outstanding capital stock and voting securities of NCB; (iii) Shareholder holds all of the Shares

free and clear of any liens, claims, options, charges or other encumbrances, except for Shares that are currently subject to stock options (and then subject only to such stock option's stock option agreement); (iv) Shareholder has the sole right to vote the Shares (other than the Shares that are subject to stock options); and (v) except as contemplated by this Agreement, none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares. Shareholder's principal residence or place of business is accurately set forth on the signature page hereto. As used herein, the term "**Expiration Date**" shall mean the earlier to occur of: (i) the Effective Time (as defined in the Merger Agreement); or (ii) the termination of the Merger Agreement in accordance with the terms thereof.

(b) Other than pursuant to this Agreement or with PCB's and NCB's prior written consent, from the date hereof through and including the date on which NCB's shareholders vote on whether to approve the Merger Agreement and the principal terms of the Merger, Shareholder shall not: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, the Shares to any person (other than pursuant to the Merger or the exercise of stock options); (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to the Shares; or (iii) commit or agree to take any of the foregoing actions, except for signing and returning a proxy (or voting by such other means as permitted or provided) for the NCB Shareholders Meeting that is consistent with Shareholder's obligations in Section 2 below. Shareholder shall not, nor shall Shareholder permit any entity under Shareholder's control to, deposit any of the Shares in a voting trust.

2. **Agreement to Vote Shares.**

(a) Prior to the Expiration Date, at every meeting of the shareholders of NCB at which any of the following is considered or voted upon (a "**NCB Meeting**"), and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of NCB with respect to any of the following, Shareholder shall vote (or cause to be voted) the Shares: (i) in favor of the approval of the principal terms of the Merger Agreement and approval of the Merger and any other transactions contemplated by the Merger Agreement; and (ii) against any Acquisition Proposal, merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, share exchange, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by or involving NCB. Shareholder shall not commit or agree to take any action inconsistent with the foregoing.

(b) Notwithstanding the foregoing, nothing in this Agreement shall limit or restrict Shareholder from: (i) acting in his or her capacity as a director of NCB, to the extent applicable, it being understood that this Agreement shall apply to Shareholder solely in his or her capacity as a shareholder of NCB; or (ii) voting in his or her sole discretion on any matter other than those matters referred to in Section 2(a) of this Agreement.

3. **Representations, Warranties and Covenants of Shareholder.** Shareholder hereby represents, warrants and covenants to PCB and NCB as follows:

(a) Shareholder has full power, authority and legal capacity to execute and deliver this Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Shareholder and constitutes the valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except as may be limited by: (i) the effect of bankruptcy, insolvency, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally; or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law. The execution and delivery of this Agreement by Shareholder does not, and the performance of Shareholder's obligations hereunder will not, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any right to terminate, amend, accelerate or cancel any right or obligation under, or result in the creation of any lien or encumbrance on the Shares pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Shareholder is a party or by which Shareholder or the Shares are or will be bound or affected. If Shareholder is married and the Shares constitute community property or if there otherwise is a need for spousal or other approval of this Agreement for it to be legal, valid and binding, this Agreement has been duly authorized, executed and delivered by, and constitutes a valid and binding agreement of, Shareholder's spouse, enforceable against such spouse in accordance with its terms, except as may be limited by: (i) the effect of bankruptcy, insolvency, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally; or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Until the Expiration Date, Shareholder, in his or her capacity as a shareholder of NCB, will not: (i) initiate, solicit, encourage or otherwise facilitate any inquiries or the making of any Acquisition Proposal; (ii) engage in, continue or otherwise participate in any discussions or negotiations concerning, or provide any non-public information or data to, any Person relating to, an Acquisition Proposal; (iii) otherwise facilitate any effort or attempt to make or implement an Acquisition Proposal; or (iv) either alone or together with any other shareholder of NCB, request that a special meeting of the shareholders of NCB be held to consider and vote on any Acquisition Proposal. In the event Shareholder, in his or her capacity as a shareholder of NCB, shall receive or become aware of any Acquisition Proposal subsequent to the date hereof, Shareholder shall promptly inform PCB and NCB as to such matter and the details thereof to the extent possible without breaching any other agreement to which Shareholder is a party as of the date hereof.

(c) Shareholder understands and agrees that if Shareholder attempts to vote or provide any other person with the authority to vote any of the Shares held by Shareholder as of the record date for any meeting at which the Shares are to be voted other than in compliance with this Agreement, Shareholder hereby unconditionally and irrevocably instructs NCB to not record such vote unless and until Shareholder shall have complied with the terms of this Agreement.

(d) Shareholder has carefully read this Agreement; that Shareholder executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which any party may have with respect to the other parties; that

Shareholder has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters; and that Shareholder is entering into this Agreement of his/her own free will. Shareholder expressly agrees that there are no expectations contrary to this Agreement and no usage of trade or regular practice in the industry shall be used to modify this Agreement.

4. **No Limitation on Discretion as Director.** If Shareholder is a member of NCB's Board, then this Agreement will apply to the exercise by Shareholder in his or her individual capacity of rights attaching to ownership of the Shares, and nothing herein shall be deemed to apply to, or to limit in any manner the discretion of Shareholder with respect to, any action which may be taken or omitted by him or her acting in his or her fiduciary capacity as a member of NCB's Board.

5. **Additional Documents.** Shareholder hereby covenants and agrees to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of PCB or NCB, to carry out the purpose and intent of this Agreement.

6. **Consent.** Shareholder hereby consents to and approves the actions taken by NCB's Board in approving the Merger and approving the Merger Agreement.

7. **Termination.** This Agreement shall terminate and shall have no further force or effect as of the Expiration Date.

8. **Obligations Attach to Shares; Survival; Acquisition of Additional Shares of Capital Stock of NCB.** Shareholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which or whom legal or beneficial ownership of the Shares shall pass, whether by operation of law or otherwise, including Shareholder's heirs, guardians, administrators or successors, and that the transfer agent for the Shares shall be instructed not to record any transfer in violation of the terms of this Agreement. All authority herein conferred by Shareholder shall survive the death or incapacity of Shareholder and any obligation of Shareholder hereunder shall be binding upon the heirs, guardians, administrators, personal representatives, successors and assigns of Shareholder. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of NCB affecting the Shares, or the acquisition of additional shares of capital stock of NCB by Shareholder, the number of shares of capital stock of NCB listed under the heading "Total Number of Shares of NCB Common Stock Subject to this Agreement" shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of capital stock of NCB issued to or acquired by Shareholder.

9. **Miscellaneous.**

(a) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so

broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(b) Binding Effect and Assignment. No provision of this Agreement shall be construed to require Shareholder, PCB or NCB or any parent, affiliates or directors of any of them to take any action or omit to take any action which action or omission would violate applicable law, rule or regulation. This Agreement is intended to bind Shareholder solely as a security holder of NCB only with respect to the specific matters set forth herein. This Agreement is not assignable by Shareholder without the consent of PCB and NCB, which consent may be withheld in PCB's and NCB's sole and absolute discretion. This Agreement may not be assigned by PCB or NCB without the consent of Shareholder, which consent may not be unreasonably withheld or delayed.

(c) Amendment and Modification. Any provision of this Agreement may be: (i) waived in writing in whole or in part by the party benefited by the provision or by all parties; or (ii) amended or modified at any time by an agreement in writing among the parties hereto executed in the same manner as this Agreement.

(d) Waiver of Breach. Any failure or delay by PCB or NCB and/or any successor in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by PCB, NCB and/or any successor of a breach of any provision of this Agreement by the Shareholder shall not operate or be construed as a waiver of any subsequent breach or violation thereof. All waivers shall be in writing and signed by PCB and NCB and/or any successor.

(e) Specific Performance.

(i) Shareholder hereby acknowledges and agrees that the obligations undertaken by Shareholder hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of Shareholder hereunder to consummate this Agreement). Shareholder acknowledges and agrees that monetary damage, even if available, would not be an adequate remedy.

(ii) Accordingly, PCB and/or NCB shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such party is entitled at law or in equity.

(iii) Shareholder hereby further waives any defense in any action for specific performance that a remedy at law or other remedy would be adequate and agrees that Shareholder will not oppose the granting of an injunction, specific performance, and other equitable relief on the basis that an adequate remedy at law or other remedy is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

(f) Notices. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered; if by electronic transmission (with confirmation) on the next Business Day after receipt of electronic

acknowledgement; if mailed by registered or certified mail, postage prepaid (return receipt requested) the third Business Day after being deposited in the mail; or if by overnight delivery service, the next Business Day after being delivered to such service, to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

(i) If to Shareholder, at the address set forth below Shareholder's signature at the end hereof.

(ii) If to PCB:

PCB Financial, Inc.
c/o Gala Capital Partners, LLC
3191 Red Hill Avenue, Suite 200
Costa Mesa, California 92626
Attention: Anand Gala
Email: agala@galacapitalpartners.com

With a copy to:

Husch Blackwell LLP
355 South Grand Avenue, Suite 2850
Los Angeles, California 90071
Attention: Arthur A. Coren, Esq.
E-mail: Arthur.coren@huschblackwell...com

(iii) If to NCB:

Northern California Bancorp, Inc.
601 Munras Avenue
Monterey, California 93940
Attention: Charles Chrietzberg, President and Chief Executive Officer
Email: charles@montereycountybank.com

With a copy to:

Gary Steven Findley & Associates
3808 E. La Palma Avenue
Anaheim, California, 92807
Attention: Gary Findley, Esq.
Email: gsf@findley-reports.com

(g) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, and the National Bank Act and the other laws of the United States of America applicable to national banking associations, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction. The parties hereto agree that any disputes, claims, disagreements, lawsuits, actions or

controversies of any type or nature whatsoever that, directly or indirectly, arise from or relate to this Agreement, including, without limitation, claims relating to the inducement, construction, performance or termination of this Agreement, shall be brought in the state superior court located in Orange County, California or Federal district courts located in Orange County, California, and the parties hereto agree not to challenge the selection of that venue in any such proceeding for any reason, including, without limitation, on the grounds that such venue is an inconvenient forum.

(h) Interpretation. The parties agree that this Agreement shall not be construed for or against any party in any interpretation thereof.

(i) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and (except for other documents to be executed pursuant to the Merger Agreement) supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

(j) Counterparts. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by electronic transmission or other electronic method, each of which shall be deemed to constitute an original, but all of which together shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

(k) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PCB FINANCIAL, INC.

By: _____
Name: Anand Gala
Title: President and Chief Executive Officer

SHAREHOLDER:

Name: _____
Address: _____
Email: _____
Total Number of Shares of NCB Common Stock Subject
to this Agreement: _____

**SHAREHOLDER'S SPOUSE
(IF APPLICABLE):**

Name: _____

APPENDIX A

Shareholder Name: _____

Number of Shares (including all Shares that may be acquired through the exercise of warrants and options): _____

Exceptions to Representations:

- Check the box if the following statement is applicable:** Shareholder is the joint beneficial owner of the Shares, together with Shareholder's spouse.
- Check the box if the following statement is applicable:** Shareholder has joint voting power over the Shares, together with Shareholder's spouse.

Other exceptions:

EXHIBIT A-1

**LIST OF NORTHERN CALIFORNIA BANCORP, INC.'S SHAREHOLDERS TO
EXECUTE SHAREHOLDER AGREEMENTS**

Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004

Lawrence W. Anderson

Georgeann M. Anderson

Charles T. Chrietzberg and Sandra Gail Chrietzberg, Co-Trustees of the 1994 Revocable Living Trust dated 8/30/94

Charles T. Chrietzberg

Sandra Gail Chrietzberg

Charles Clark Chrietzberg

Stephanie Chrietzberg

Peter J. Coniglio, Trustee of the Coniglio Family Trust

Peter J. Coniglio

John Lotz

Bruce N. Warner

R.A. Williams

EXHIBIT B

NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

This **NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT**, dated as of September 11, 2023 (this “**Agreement**”), is entered into by and among PCB Financial, Inc., a California corporation (“**PCB**”) and _____ (the “**Undersigned**”), a director and/or an officer of Northern California Bancorp. Inc. (“**NCB**”) and Monterey County Bank, a California state-chartered commercial bank (the “**Bank**”), with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, PCB and NCB are entering into that certain Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”), providing, among other things, for the merger of a wholly-owned subsidiary of PCB (the “**Merger Sub**”) with and into NCB, with NCB surviving (the “**Merger**”) and as the wholly-owned subsidiary of PCB;

WHEREAS, the Boards of Directors of PCB and NCB have approved the Merger Agreement and the transactions contemplated thereby;

WHEREAS, the Undersigned is a [director and/or an officer] of NCB and the Bank [and is a shareholder of NCB];

[WHEREAS, the Undersigned, as a member of the Board of Directors of NCB, participated in the decision to and approved NCB entering into the Merger Agreement and effectuating the Merger;]

WHEREAS, as part of the Merger, the purchase price includes consideration for the goodwill of NCB and the Bank;

[WHEREAS, as a result of the Undersigned being a capital shareholder of NCB and selling all of the Undersigned’s ownership interest in NCB as a result of the Merger, the Undersigned will receive a direct benefit from the transactions provided for in the Merger Agreement;] and

WHEREAS, as a condition and inducement to PCB’s willingness to enter into the Merger Agreement, the Undersigned agrees to restrict his activities in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the Undersigned’s receipt of direct benefit for the sale of all of the Undersigned’s ownership interest of NCB, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings set forth:

“Customer” means any Person with whom NCB has an existing relationship for Financial Services during the period from the date of the Merger Agreement until immediately prior to the Closing Date or with whom the Bank has an existing relationship for Financial Services at any point during the Restricted Period.

“Financial Institution” means a “depository institution,” as that term is defined in 12 C.F.R. Section 348.2, and any parent, subsidiary or affiliate thereof.

“Financial Services” means the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, SBA, and/or consumer loans; the solicitation and provision of deposit services; and all other services of NCB or the Bank as such exist or are contemplated by NCB or the Bank as of the Closing Date.

“Prospective Customer” means any Person, other than a Customer, with whom NCB or the Bank has actively pursued a relationship for Financial Services since January 1, 2022.

“Restricted Period” means the period commencing as of the date of this Agreement and ending on the third (3rd) anniversary of the Closing Date of the Merger.

“Restricted Territory” means the following counties in the State of California: Monterey County, Santa Cruz County, Santa Clara County, San Benito County, Fresno County, Kings County, Kern County, San Luis Obispo County, San Mateo County, San Francisco County, Alameda County, Contra Costa County, San Joaquin County, Stanislas County, Merced County, Marin County, Sonoma County, Napa County, Marin County, Sacramento County, Santa Barbara County and Ventura County.

“Trade Secrets” means:

(a) All secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, lists of Customers and Prospective Customers, business, financial and other information received from a Customer or Prospective Customer or any other third party that NCB or the Bank is obligated to treat as confidential, plans, concepts, strategies or products, as well as all documents, reports, drawings, designs, plans and proposals otherwise pertaining to same or relating to the business and properties of NCB and/or PCB or the Bank of which the Undersigned has acquired, or may hereafter acquire, knowledge and possession as a director, officer or employee or as a result of the transactions contemplated by the Merger Agreement.

(b) Notwithstanding any other provisions of this Agreement to the contrary, **“Trade Secrets”** shall not include any: (i) information that is or has become available from a third party who learned the information independently and is not known by the Undersigned at the time

of such disclosure to be bound by a confidentiality agreement with respect to such information; (ii) information readily ascertainable from public, trade or other non-confidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement known to the Undersigned); or (iii) information that has been acquired by the Undersigned as a result of his or her relationship with the Customer or Prospective Customer unrelated to the Undersigned's service as a director or employment with NCB, the Bank or PCB.

1.2 Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. In the event of a conflict between the definition of the word between the two agreements, the definitions used herein shall control for purposes of enforcement of this Agreement.

1.3 The use herein of the singular form also denotes the plural form, and the use of the plural form herein also denotes the singular form, as in each case the context may require.

ARTICLE 2 ACKNOWLEDGMENTS BY THE UNDERSIGNED

2.1 The Undersigned acknowledges that PCB and NCB would not enter into the Merger Agreement unless the Undersigned agrees not to engage in the provision of Financial Services in competition with PCB, NCB, the Bank or any of their respective Subsidiaries or successors, use Trade Secrets for the benefit of any Person or entity other than PCB, NCB, the Bank or any of their respective Subsidiaries or successors, and unless the Undersigned agrees not to solicit officers or employees of PCB, NCB, the Bank or any of their respective Subsidiaries or successors, in each case as provided pursuant to the terms of this Agreement. Accordingly, this Agreement is a material inducement for PCB and NCB to enter into and to carry out the terms of the Merger Agreement. The Undersigned expressly acknowledges that he is entering into this Agreement to induce PCB and NCB to enter into and carry out the terms of the Merger Agreement.

2.2 The Undersigned further acknowledges that by virtue of the Undersigned's position with NCB and the Bank, the Undersigned has developed considerable knowledge of the business operations of NCB and the Bank and has or will develop considerable expertise in the business operations of PCB. The Undersigned has had and may continue to have access to Trade Secrets. The Undersigned recognizes that PCB would be irreparably damaged, and its substantial investment in NCB and the Bank materially impaired, if the Undersigned were to engage in the provision of Financial Services in competition with PCB, NCB, the Bank or any successor, or disclose or make unauthorized use of any Trade Secrets in any way, including but not limited to the use of Trade Secrets to solicit or aid in the solicitation of Customers or Prospective Customers for Financial Services or induce or attempt to induce any Person who is a Customer or Prospective Customer, of PCB, NCB, the Bank, or any successor to terminate such Person's relationships with PCB, NCB, the Bank, or any successor, in each case as provided pursuant to the terms of this Agreement. Moreover, the Undersigned recognizes that PCB, NCB, and the Bank would be irreparably damaged, and PCB's substantial investment in NCB and the Bank materially impaired, if the Undersigned were to solicit or aid in the solicitation of any Person who is an officer or employee of PCB, NCB or the Bank to terminate such Person's employment relationship with, or to take any action that would be disadvantageous to PCB, NCB, the Bank or any successor, in each case as provided pursuant to the terms of this Agreement. Accordingly, the Undersigned expressly

acknowledges that he is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to the Undersigned in all respects.

2.3 [As a shareholder of NCB,] [The] [the] Undersigned acknowledges and agrees that the Undersigned will receive a direct benefit from the completion of the Merger. [In addition, the Undersigned further acknowledges and agrees that in the Undersigned's role as a director of NCB, the Undersigned actively considered the terms and conditions of the Merger Agreement and voted to approve NCB entering into the Merger Agreement and carrying out the terms of the Merger Agreement, including the closing of the Merger.]

ARTICLE 3 NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY

3.1 **Trade Secrets.** Without limiting the generality of the foregoing and at all times, other than for the benefit of PCB, NCB and/or the Bank, or any successor, the Undersigned shall make no use of the Trade Secrets, or any part thereof, for the benefit of any other Person. When the Undersigned's continuing service as a director or employee or consultant of all of NCB, the Bank or any successor shall be terminated, the Undersigned agrees to deliver to PCB and NCB or destroy, at the Undersigned's election, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets and to make reasonable efforts to delete all electronically stored data and electronic copies of any Trade Secrets, now possessed or hereafter acquired by the Undersigned; provided that if the Undersigned elects to destroy such tangible evidence of Trade Secrets, the Undersigned shall provide a certificate to PCB certifying to such destruction upon the written request of PCB or the Bank.

3.2 **Exceptions.** Notwithstanding any provision of this Agreement to the contrary, the Undersigned may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that:

(a) The Undersigned is required to disclose or reveal under any applicable law, provided the Undersigned makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable law, gives PCB and NCB prompt notice of such requirement in advance of such disclosure;

(b) The Undersigned is otherwise required to disclose or reveal by any Governmental Authority, provided the Undersigned makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable law, gives PCB and NCB prompt notice of such requirement in advance of such disclosure; or

(c) Upon the advice of the Undersigned's counsel, the Undersigned is compelled to disclose or else stand liable for contempt or suffer other censure or penalty imposed by any Governmental Authority, provided: (i) the Undersigned discloses only that portion of the Trade Secrets which, upon the advice of the Undersigned's counsel, the Undersigned is compelled to disclose; (ii) the Undersigned makes a good faith request that the confidentiality of the portion of the Trade Secrets to be disclosed be preserved; and (iii) to the extent not prohibited by applicable law, the Undersigned gives PCB and NCB prompt notice of such requirement in advance of such disclosure.

3.3 Non-Solicitation.

(a) Non-Solicitation of Customers and Prospective Customers. The Undersigned agrees that during the Restricted Period, the Undersigned shall not, directly or indirectly, without the prior written consent of PCB and the Bank, or any successor, on behalf of any Financial Institution, use any Trade Secret to solicit or aid in the solicitation of Customers or Prospective Customers for Financial Services or use any Trade Secret to induce or attempt to induce any Person who is a Customer or Prospective Customer of PCB or the Bank and/or any successor to terminate such Person's relationships with PCB, NCB, the Bank or any successor; provided, however, that nothing in this Agreement is intended to prohibit or restrict general advertising or solicitation not directed at such Customers or Prospective Customers.

(b) Non-Solicitation of Officers or Employees. The Undersigned agrees that during the Restricted Period, the Undersigned shall not, directly or indirectly, without the prior written consent of PCB and the Bank, or any successor, on behalf of any Financial Institution, solicit or aid in the solicitation of any officer or employee or induce or attempt to induce any officer or employee of PCB, NCB, the Bank or any successor to terminate such Person's employment with PCB, NCB the Bank, or any successor; provided, however, that nothing in this Agreement is intended to prohibit or restrict general advertising or solicitation not directed at such officers or employees. For purposes of this Section 3.3(b), the terms "officer" and "employee" shall refer to any person who was employed by PCB, NCB, the Bank and/or any successor at the time of the solicitation or attempted solicitation and/or any person who was employed by PCB, NCB, the Bank and/or any successor at any time within the one hundred eighty (180) days prior to the date of such solicitation or attempted solicitation.

3.4 Non-Competition. Without the prior written consent of PCB, which may be withheld in PCB's sole and absolute discretion, during the Restricted Period the Undersigned shall not, directly or indirectly, own, manage, operate, control, engage or have any interest in any Person, firm, corporation or business whether as an employee, advisor, officer, director, agent, security holder, creditor, consultant or otherwise, (other than in the form of a passive investment not to exceed 5% of the outstanding shares of any class of security or of the total outstanding equity of any company) other than PCB, NCB or the Bank, that engages, in any manner, in the provision of Financial Services in the Restricted Territory.

3.5 Affirmative Support. The Undersigned agrees that during the Restricted Period, unless (i) the Merger is not consummated, (ii) the Merger Agreement is terminated in accordance with its terms, or (iii) the parties hereto mutually agree to terminate this Agreement, the Undersigned shall refrain from intentionally and materially (a) disparaging the goodwill of PCB, NCB or the Bank, (b) harming their respective customer and client relationships, or (c) disparaging the business or banking reputation of PCB, NCB or the Bank. In addition, during the Restricted Period, the Undersigned, upon the reasonable request of PCB, NCB, the Bank or any successor, as applicable, agrees to use his commercially reasonable efforts (but not at his own personal expense) to retain the officers, employees, Customers and Prospective Customers of PCB, NCB, the Bank and any successor as employees or customers of PCB, NCB, the Bank or any successor, as applicable.

**ARTICLE 4
INDEPENDENCE OF OBLIGATIONS**

The covenants of the Undersigned set forth in this Agreement shall be construed as independent of any other agreement or arrangement between the Undersigned, on the one hand, and PCB on the other hand, and the existence of any claim or cause of action by the Undersigned against PCB, NCB, the Bank and/or any successor or any of their Subsidiaries shall not constitute a defense to the enforcement of such covenants against the Undersigned.

**ARTICLE 5
GENERAL**

5.1 **Amendment and Modification.** Any provision of this Agreement may be: (i) waived in writing in whole or in part by the party benefited by the provision or by all parties; or (ii) amended or modified at any time by an agreement in writing among the parties hereto executed in the same manner as this Agreement.

5.2 **Integration.** This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and (except for other documents to be executed pursuant to the Merger Agreement) supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

5.3 **Termination.**

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated in accordance with its terms.

(b) Unless sooner terminated under Section 5.3(a), the provisions in Sections 3.3, 3.4, and 3.5 shall terminate at the end of the Restricted Period or by the mutual agreement of the Undersigned and PCB.

5.4 **Specific Performance.**

(i) The Undersigned hereby acknowledges and agrees that the obligations undertaken by the Undersigned hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of them hereunder to consummate this Agreement). The Undersigned acknowledges and agrees that monetary damage, even if available, would not be an adequate remedy.

(ii) Accordingly, PCB shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such Party is entitled at law or in equity.

(iii) The Undersigned hereby further waives any defense in any action for specific performance that a remedy at law or other remedy would be adequate and agrees that the Undersigned will not oppose the granting of an injunction, specific performance, and other equitable relief on the basis that an adequate remedy at law or other remedy is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

5.5 **Severability and Related Matters**. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unreasonable as to duration, activity or subject, it shall be deemed to extend only over the maximum duration, range of activities or subjects as to which such provision shall be valid and enforceable under applicable law. If any provisions shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.6 **Notices**. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered; if by electronic transmission (with confirmation) on the next Business Day after receipt of electronic acknowledgment; if mailed by registered or certified mail, postage prepaid (return receipt requested) the third Business Day after being deposited in the mail; or if by overnight delivery service, the next Business Day after being delivered to such service, to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

(i) If to the Undersigned, at the address set forth below the Undersigned's signature at the end hereof.

(ii) If to PCB:
PCB Financial, Inc.
c/o Gala Capital Partners, LLC
3191 Red Hill Avenue, Suite 200 Costa
Mesa, California 92626 Attention:
Anand Gala
Email: agala@galacapitalpartners.com
With a copy to:
Husch Blackwell LLP
355 South Grand Avenue, Suite 2850
Los Angeles, California 90071 Attention:
Arthur A. Coren, Esq. Email:
arthur.coren@huschblackwell.com

(iii) If to NCB (prior to the Closing Date):
Northern California Bancorp, Inc.
601 Munras Avenue
Monterey, California 93940

Attention: Charles Chrietzberg, President and Chief Executive Officer
Email: charles@montereycountybank.com

With a copy to:

Gary Steven Findley & Associates
3808 E. La Palma Avenue
Anaheim, California, 92807
Attention: Gary Findley, Esq.
Email: gsf@findley-reports.com

5.7 **Waiver of Breach.** Any failure or delay by PCB, NCB, the Bank and/or any successor in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by PCB, NCB, the Bank, and/or any successor of a breach of any provision of this Agreement by the Undersigned shall not operate or be construed as a waiver of any subsequent breach or violation thereof. All waivers shall be in writing and signed by PCB, NCB, the Bank and/or any successor.

5.8 **Assignment.** This Agreement is not assignable by the Undersigned. This Agreement may be assigned by PCB only in connection with a sale of all or substantially all of its assets by way of merger, reorganization, consolidation, stock issuance or sale or otherwise in which it is not the surviving corporation. Any attempted assignment in violation of this prohibition shall be null and void.

5.9 **Binding Effect; Third-Party Beneficiaries; Benefit to Successors.** This Agreement shall be binding upon the Undersigned and upon the Undersigned's successors and representatives and shall inure to the benefit of PCB, NCB, the Bank and/or any successor, representative or assign. Other than NCB and any successor of PCB, and/or the Bank, any of which shall be entitled to enforce this Agreement to the same extent as PCB as if a party hereto, nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.10 **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction. The parties hereto agree that any disputes, claims, disagreements, lawsuits, actions or controversies of any type or nature whatsoever that, directly or indirectly, arise from or relate to this Agreement, including, without limitation, claims relating to the inducement, construction, performance or termination of this Agreement, shall be brought in the state superior court located in Orange County, California or Federal district courts located in Orange County, California, and the parties hereto agree not to challenge the selection of that venue in any such proceeding for any reason, including, without limitation, on the grounds that such venue is an inconvenient forum.

5.11 **Independent Review and Advice.** The Undersigned represents and warrants that he has carefully read this Agreement; that the Undersigned executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which any party may have with respect to the other parties; that the Undersigned has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that the Undersigned is entering into this Agreement of his own free will. The Undersigned expressly agrees that there are no expectations contrary to this Agreement and no usage of trade or regular practice in the industry shall be used to modify this Agreement. The parties agree that this Agreement shall not be construed for or against any party in any interpretation thereof.

5.12 **Headings.** The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.13 **Counterparts.** This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by electronic transmission or other electronic method, each of which shall be deemed to constitute an original, but all of which together shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PCB FINANCIAL, INC.

By: _____
Name: Anand Gala
Title: President and Chief Executive Officer

NORTHERN CALIFORNIA BANCORP, INC.

By: _____
Name: _____
Title: _____

“UNDERSIGNED”

Name: _____

Total Number of Shares of NCB Common Stock
Owned by Undersigned as of the date of this
Agreement: _____

Address: _____

Phone: _____

E-mail: _____

EXHIBIT B-1

LIST OF NCB DIRECTORS AND OFFICERS ENTERING INTO NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

Charles T. Chrietzberg

Sandra G. Chrietzberg

Stephanie Chrietzberg (except as to Section 3.4 which shall be omitted)

Charles Clark Chrietzberg (except that the "Restricted Territory" shall mean Monterey County, California)

Peter J. Coniglio

John Lotz

Bruce N. Warner

EXHIBIT C

ELECTION TO RECEIVE PCB COMMON STOCK AGREEMENT

This ELECTION TO RECEIVE PCB COMMON STOCK AGREEMENT dated as of September 11, 2023 (this “Agreement”), is entered into by and between PCB Financial, Inc. (“PCB”) and the undersigned shareholder (“Shareholder”) of Northern California Bancorp, Inc., a California corporation (“NCB”), with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, PCB and NCB are entering into an Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the “Merger Agreement”), providing, among other things, for the merger of a wholly-owned subsidiary of PCB (the “Merger Sub”) with and into NCB, with NCB surviving (the “Merger”) and as a wholly-owned subsidiary of PCB;

WHEREAS, the terms of the Merger Agreement provide that at the Effective Time of the Merger (as that term is defined in the Merger Agreement), each share of NCB Common Stock will convert into the right to receive the Merger Consideration (as that term is defined in the Merger Agreement) which will consist of the right to receive shares of PCB Common Stock and cash;

WHEREAS, the terms of the Merger Agreement limit the amount of cash, in the aggregate, that is available to shareholders of NCB as part of the Merger Consideration and Shareholder desires to make available as much cash to as many of the other shareholders of NCB other than Shareholder and, in order to do so, Shareholder desires to elect to receive only shares of PCB Common Stock;

WHEREAS, as a condition and inducement to PCB’s willingness to enter into the Merger Agreement, PCB has required that Shareholder enter into this Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. **Election to Receive Shares of PCB Common Stock; Transfer.**

(a) Except as otherwise described in Appendix A, Shareholder represents and warrants to PCB and NCB that: (i) Shareholder is the sole record and beneficial owner of, and has good and marketable title to, the shares of NCB Common Stock set forth on Appendix A (the “Shares”); (ii) the Shares constitute all of Shareholder’s interest in the outstanding capital stock and voting securities of NCB; (iii) Shareholder holds all of the Shares free and clear of any liens,

claims, options, charges or other encumbrances, except for Shares that are currently subject to stock options (and then subject only to such stock option's stock option agreement); (iv) Shareholder has the right to sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, the Shares to any person (other than pursuant to the Merger or the exercise of stock options); and (v) except as contemplated by this Agreement, none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer of the Shares. Shareholder's principal residence or place of business is accurately set forth on the signature page hereto. As used herein, the term "**Expiration Date**" shall mean the termination of the Merger Agreement in accordance with the terms thereof.

(b) Other than pursuant to this Agreement or with PCB's prior written consent, from the date hereof through and including the Effective Date of the Merger, Shareholder shall not: (i) Transfer, or enter into any contract, agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, the Shares to any person (other than pursuant to the Merger or the exercise of stock options); (ii) enter into any arrangement, whether by proxy, voting agreement or otherwise, with respect to the Shares; or (iii) commit or agree to take any of the foregoing actions, Shareholder shall not, nor shall Shareholder permit any entity under Shareholder's control to, deposit any of the Shares in a voting trust.

(c) Subject to the satisfaction of all of the conditions set forth in Section 6.1 of the Merger Agreement prior to the Closing Date, Shareholder agrees to fully complete, execute and deliver the Election Form to the Exchange Agent not later than 3:00 pm Pacific Time on the second (2nd) Business Day after receipt of same and in any case prior to the Closing, expressly providing for and electing to receive (the "**Election**") only shares of PCB Common Stock and not cash in consideration for the Shares and Shareholder shall not commit or agree to take any action inconsistent with the foregoing.

2. **Representations, Warranties and Covenants of Shareholder.** Shareholder hereby represents, warrants and covenants to PCB as follows:

(a) Shareholder has full power, authority and legal capacity to execute and deliver this Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Shareholder and constitutes the valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except as may be limited by: (i) the effect of bankruptcy, insolvency, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally; or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law. The execution and delivery of this Agreement by Shareholder does not, and the performance of Shareholder's obligations hereunder will not, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any right to terminate, amend, accelerate or cancel any right or obligation under, or result in the creation of any lien or encumbrance on the Shares pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Shareholder

is a party or by which Shareholder or the Shares are or will be bound or affected. If Shareholder is married and the Shares constitute community property or if there otherwise is a need for spousal or other approval of this Agreement for it to be legal, valid and binding, this Agreement has been duly authorized, executed and delivered by, and constitutes a valid and binding agreement of, Shareholder's spouse, enforceable against such spouse in accordance with its terms, except as may be limited by: (i) the effect of bankruptcy, insolvency, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally; or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Shareholder understands and agrees that if Shareholder attempts to take any action regarding receipt of the Merger Consideration for the Shares other than to make the Election or provide any other person with the authority to take any action regarding receipt of the Merger Consideration for the Shares other than to make the Election in accordance the terms of this Agreement, Shareholder hereby unconditionally and irrevocably instructs PCB and the Exchange Agent (as that term is defined in the Merger Agreement) to not record such instruction and rather to consider any such instruction to be an election to receive only shares of PCB Common Stock in consideration for the Shares.

(c) Shareholder has carefully read this Agreement; that Shareholder executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which any party may have with respect to the other parties; that Shareholder has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters; and that Shareholder is entering into this Agreement of his/her own free will. Shareholder expressly agrees that there are no expectations contrary to this Agreement and no usage of trade or regular practice in the industry shall be used to modify this Agreement.

3. **Additional Documents.** Shareholder hereby covenants and agrees to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of PCB, to carry out the purpose and intent of this Agreement.

4. **Consent.** Shareholder hereby consents to and approves the actions taken by NCB's Board in approving the Merger and approving the Merger Agreement.

5. **Termination.** This Agreement shall terminate and shall have no further force or effect as of the Expiration Date.

6. **Obligations Attach to Shares; Survival; Acquisition of Additional Shares of Capital Stock of PCB.** Shareholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which or whom legal or beneficial ownership of the Shares shall pass, whether by operation of law or otherwise, including Shareholder's heirs, guardians, administrators or successors, and that the transfer agent for the Shares shall be instructed not to record any transfer in violation of the terms of this Agreement. All authority herein conferred by Shareholder shall survive the death or incapacity of Shareholder and any obligation of Shareholder hereunder shall be binding upon the heirs, guardians, administrators, personal representatives, successors and assigns of Shareholder. In the event of any

stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of NCB affecting the Shares, or the acquisition of additional shares of capital stock of NCB by Shareholder, the number of shares of capital stock of NCB listed under the heading “Total Number of Shares of NCB Common Stock Subject to this Agreement” shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of capital stock of NCB issued to or acquired by Shareholder.

7. **Miscellaneous.**

(a) **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(b) **Binding Effect and Assignment.** No provision of this Agreement shall be construed to require Shareholder, NCB, PCB or any parent, affiliates or directors of any of them to take any action or omit to take any action which action or omission would violate applicable law, rule or regulation. This Agreement is intended to bind Shareholder solely as a security holder of NCB only with respect to the specific matters set forth herein. This Agreement is not assignable by Shareholder without the consent of PCB, which consent may be withheld in PCB’s sole and absolute discretion. This Agreement may not be assigned by PCB without the consent of Shareholder, which consent may not be unreasonably withheld or delayed.

(c) **Amendment and Modification.** Any provision of this Agreement may be: (i) waived in writing in whole or in part by the party benefited by the provision or by all parties; or (ii) amended or modified at any time by an agreement in writing among the parties hereto executed in the same manner as this Agreement.

(d) **Waiver of Breach.** Any failure or delay by PCB and/or any successor in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by PCB and/or any successor of a breach of any provision of this Agreement by the Shareholder shall not operate or be construed as a waiver of any subsequent breach or violation thereof. All waivers shall be in writing and signed by PCB and/or any successor.

(e) **Enforcement.** The parties hereto agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(f) **Notices.** All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered; if by electronic transmission (with confirmation) on the next Business Day after receipt of electronic

acknowledgement; if mailed by registered or certified mail, postage prepaid (return receipt requested) the third Business Day after being deposited in the mail; or if by overnight delivery service, the next Business Day after being delivered to such service, to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

(i) If to Shareholder, at the address set forth below Shareholder's signature at the end hereof.

(ii) If to PCB:

PCB Financial, Inc.
c/o Gala Capital Partners, LLC
3191 Red Hill Avenue, Suite 200
Costa Mesa, California 92626
Attention: Anand Gala
Email: agala@galacapitalpartners.com

With a copy to:

Husch Blackwell LLP
355 South Grand Avenue, Suite 2850
Los Angeles, California 90071
Attention: Arthur A. Coren, Esq.
Email: arthur.coren@huschblackwell.com

(iii) If to NCB:

Northern California Bancorp, Inc.
601 Munras Avenue
Monterey, California 93940
Attention: Charles Chrietzberg, President and Chief Executive Officer
Email: charles@montereycountybank.com

With a copy to:

Gary Steven Findley & Associates
3808 E. La Palma Avenue
Anaheim, California, 92807
Attention: Gary Findley, Esq.
Email: gsf@findley-reports.com

(g) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction. The parties hereto agree that any disputes, claims, disagreements, lawsuits, actions or controversies of any type or nature whatsoever that, directly or indirectly, arise from or relate to this Agreement,

including, without limitation, claims relating to the inducement, construction, performance or termination of this Agreement, shall be brought in the state superior court located in Orange County, California or Federal district courts located in Orange County, California, and the parties hereto agree not to challenge the selection of that venue in any such proceeding for any reason, including, without limitation, on the grounds that such venue is an inconvenient forum.

(h) Interpretation. The parties agree that this Agreement shall not be construed for or against any party in any interpretation thereof.

(i) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and (except for other documents to be executed pursuant to the Merger Agreement) supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

(j) Counterparts. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by electronic transmission or other electronic method, each of which shall be deemed to constitute an original, but all of which together shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

(k) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

(l) Specific Performance.

(i) Shareholder hereby acknowledges and agrees that the obligations undertaken by the Undersigned hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of Shareholder hereunder to consummate this Agreement). Shareholder acknowledges and agrees that monetary damage, even if available, would not be an adequate remedy.

(ii) Accordingly, PCB shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such Party is entitled at law or in equity.

(iii) Shareholder hereby further waives any defense in any action for specific performance that a remedy at law or other remedy would be adequate and agrees that Shareholder will not oppose the granting of an injunction, specific performance, and other equitable relief on the basis that an adequate remedy at law or other remedy is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PCB FINANCIAL, INC.

By: _____
Name: Anand Gala
Title: President and Chief Executive Officer

SHAREHOLDER:

Name: _____
Address: _____
Email: _____
Total Number of Shares of NCB Common Stock
Subject to this Agreement: _____

**SHAREHOLDER'S SPOUSE
(IF APPLICABLE):**

Name: _____

APPENDIX A

Shareholder Name: _____

Number of Shares (including all Shares that may be acquired through the exercise of warrants and options): _____

Exceptions to Representations:

- Check the box if the following statement is applicable:** Shareholder is the joint beneficial owner of the Shares, together with Shareholder's spouse.
- Check the box if the following statement is applicable:** Shareholder has joint voting power over the Shares, together with Shareholder's spouse.

Other exceptions:

EXHIBIT C-1

**LIST OF NORTHERN CALIFORNIA BANCORP, INC.'S SHAREHOLDERS
ENTERING INTO ELECTION AGREEMENTS**

Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004

Lawrence W. Anderson

Georgeann M. Anderson

Charles T. Chrietzberg and Sandra Gail Chrietzberg, Co-Trustees of the 1994 Revocable Living Trust dated 8/30/94

Charles T. Chrietzberg

Sandra Gail Chrietzberg

R.A. Williams

EXHIBIT D

FORM OF AGREEMENT OF MERGER

AGREEMENT OF MERGER

This Agreement of Merger, dated as of _____, 202__ (this “*Agreement*”), is entered into by and between PCB Merger Corp, a California corporation (“*Merger Sub*”), as of immediately prior to the Effective Time (as defined below), a wholly-owned subsidiary of PCB Financial, Inc., a California corporation (“*PCB*”), and Northern California Bancorp, Inc., a California corporation (“*NCB*”), with reference to the following facts:

A. PCB and NCB are parties to that certain Agreement and Plan of Merger, dated as of September 11, 2023 (as amended, supplemented or otherwise modified from time to time, the “*Merger Agreement*”).

B. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Merger Agreement.

In consideration of the premises and mutual agreements contained in this Agreement and the Merger Agreement, the parties to this Agreement hereby agree that Merger Sub shall be merged with and into NCB in accordance with the provisions of the Laws of the State of California and upon the terms and subject to the conditions set forth as follows:

1. The Merger.

(a) The Merger shall be pursuant to the provisions of, and with the effect provided in, Chapter 11 of the California General Corporation Law (the “*CGCL*”), and the Merger shall become effective on the date and time (the “*Effective Time*”) a copy of this Agreement is filed with the Secretary of State of the State of California.

(b) At the Effective Time, Merger Sub shall be merged (the “*Merger*”) with and into NCB, with NCB the surviving corporation (the “*Surviving Corporation*”), and the separate corporate existence of Merger Sub shall cease. At the Effective Time and thereafter the Surviving Corporation: (i) will be responsible and liable for all the Liabilities, Indebtedness and penalties of Merger Sub and NCB; (ii) will possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Merger Sub and NCB; (iii) all property, real, personal and mixed, and all Indebtedness due on whatever account, and all and every other interest, of or belonging to or due to each of Merger Sub and NCB, will be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and (iv) the title to any real estate or any interest therein, vested in Merger Sub and NCB, will not revert or be in any way impaired by reason of the Merger.

2. Corporate Governance.

(a) From and after the Effective Time and until thereafter amended in accordance with applicable Law, the articles of incorporation and bylaws of NCB as in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws of the

Surviving Corporation. The articles of incorporation and bylaws of Merger Sub shall automatically terminate at the Effective Time.

(b) At the Effective Time, the directors and corporate officers of the Surviving Corporation and its wholly owned subsidiary, Monterey County Bank (the “*Bank*”), shall be those persons who are the directors and corporate officers of Merger Sub immediately prior to the Effective Time, until their respective successors are duly elected or appointed.

3. Effect of Merger on Outstanding Shares.

As of the Effective Time, by virtue of the Merger and as provided in the Merger Agreement, and without any action on the part of the holder of any shares of the common stock of Merger Sub (the “*Merger Sub Common Stock*”) or the common stock of NCB (the “*NCB Common Stock*”):

(a) NCB Common Stock. Each share of NCB Common Stock issued and outstanding immediately prior to the Effective Time (each, a “*Share*” and, collectively, the “*Shares*”) (other than Excluded Shares (as defined below) and shares of NCB Common Stock that are “dissenting shares” within the meaning of Chapter 13 of the California General Corporation Law), shall be entitled to receive consideration (the “*Merger Consideration*”) by electing to receive a cash payment, without interest, equal to \$[●] or by electing to receive payment in stock (a “*Stock Election*”) equal to [●] shares of common stock, no par value (“*PCB Common Stock*”), of PCB. Upon the Effective Time, outstanding Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and shall thereafter represent only the right to receive the Merger Consideration and any dividends or distributions with a record date prior to the Effective Time that were declared or made by NCB on such Shares in accordance the terms of the Merger Agreement on or prior to the Effective Time and that remain unpaid at the Effective Time.

(b) Excluded Shares. Any Shares that are owned by NCB or the Bank, in each case not held: (i) in trust accounts, managed accounts and the like, or otherwise held in a fiduciary or agency capacity, that are beneficially owned by third parties; or (ii) in respect of a debt previously contracted, as held immediately prior to the Effective Time (collectively, “*Excluded Shares*”), shall, as a result of the Merger and without any action on the part of the holder thereof, cease to be outstanding, be cancelled without payment of any consideration therefor and cease to exist.

(c) Dissenting Shares. Shares of NCB Common Stock that are “dissenting shares” within the meaning of Chapter 13 of the California General Corporation Law will not be converted as described in Section 3(a) but, from and after the Effective Time, will represent only the right to receive such value as may be determined under Chapter 13 of the California General Corporation Law.

(d) Merger Sub Common Stock. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and extinguished without payment of any consideration therefor.

(e) PCB Common Stock. Each share of PCB Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall not be converted or otherwise affected by the Merger.

4. General Provisions.

(a) Termination and Agreement. The obligations of the parties to effect the Merger shall be subject to all the terms and conditions contained in the Merger Agreement. Notwithstanding shareholder approval of this Agreement, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided prior to the Effective Time.

(b) Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

(c) Successors and Assigns. This Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement may not be assigned by either party hereto without the written consent of the other.

(d) Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction.

(e) Counterparts. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

PCB MERGER CORP

By: _____

Name: Anand Gala

Title: President and Chief Executive Officer

By: _____

Name: Gilles Kersten

Title: Corporate Secretary

NORTHERN CALIFORNIA BANCORP

By: _____

Name: Charles Chrietzberg

Title: President and Chief Executive Officer

By: _____

Name:

Title: Corporate Secretary

**Certificate of Approval
of
Agreement of Merger**

_____ and _____ certify that:

1. They are the President and Chief Executive Officer and the Corporate Secretary, respectively, of Northern California Bancorp, Inc., a California corporation (“NCB”).

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of NCB by a vote that equaled or exceeded the vote required which is at least fifty percent of the outstanding shares.

3. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is _____.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date _____, 202__

Name: _____

Title: President and Chief Executive Officer

Name: _____

Title: Corporate Secretary

EXHIBIT E

CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT

This CONFIDENTIAL SEPARATION AND RELEASE AGREEMENT (this “**Separation Agreement**”), is entered into and effective by and among Northern California Bancorp, Inc. (“**NCB**”), Monterey County Bank, a California, a California state-chartered commercial bank (the “**Bank**”), and _____, an individual resident of the State of California (the “**Executive**”), with reference to the following:

RECITALS

- A. Executive is currently employed by the Bank as _____;
- B. Effective as of the Effective Time, as that term is defined in that certain Agreement and Plan of Merger by and among PCB Financial, Inc., a California corporation (“**PCB**”) and NCB, dated September 11, 2023 (as amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”), providing, among other things, for the merger of a wholly-owned subsidiary of PCB with and into NCB, with NCB surviving as the wholly-owned subsidiary of PCB (the “**Merger**”), Executive’s employment with the Bank will terminate (the “**Separation Date**”);
- C. Executive will receive Executive’s final paycheck from the Bank, including any unused and accrued vacation time, on the Effective Date; and
- D. The parties desire to settle all claims and issues that have, or could have been raised, in relation to Executive’s employment with the Bank prior to the date hereof.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

SEPARATION AGREEMENT

1. Separation Benefit.
- a. The Bank agreed to provide Executive with \$_____ as a separation payment (the “**Separation Payment**”). Executive acknowledges and agrees that such payment constitutes adequate legal consideration for the promises and representations made by Executive in this Separation Agreement.
- b. The Separation Payment, less all legally required deductions and withholdings, will be paid in a lump sum on the Effective Date, as defined Paragraph 3(b) of this Separation Agreement, provided Executive has fully executed and not revoked this Separation Agreement and the Merger has closed in accordance with the terms of the Merger Agreement.
2. Release and Waiver.
- a. In full consideration for the Separation Payment, Executive unconditionally, irrevocably and absolutely releases and discharges NCB, the Bank, and any parent and subsidiary corporations, divisions and affiliated corporations, partnerships or other affiliated

entities of NCB and/or the Bank, including but not limited to PCB, and with respect to each entity and solely in their position as such, all of its past and present executives, officers, directors, shareholders, agents, successors and assigns (collectively, “**Released Parties**”) from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law, including but not limited to Executive’s employment with NCB and the Bank, the termination of Executive’s employment, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Executive’s employment with NCB and/or the Bank. This release is intended to have the broadest possible application and includes, but is not limited to, any local, state, or federal tort, contract, whistleblower, discrimination, harassment, retaliation, common law, constitutional or other statutory claims, including but not limited to alleged violations of the California Labor Code, California Industrial Welfare Commission wage orders, California Business and Professions Code, California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, the Genetic Information Nondiscrimination Act, and the Age Discrimination in Employment Act of 1967, as amended, any claims for wrongful termination and/or violation of public policy, any claims for breach of fiduciary duty, any claims for violation of NCB’s, the Bank’s and/or the Released Parties’ bylaws, policies, procedures or other governing documents, and any and all claims for attorneys’ fees, costs and expenses.

b. Executive acknowledges that Executive may discover facts or law different from, or in addition to, the facts or law that Executive knows or believes to be true with respect to the claims released in this Separation Agreement and agrees, nonetheless, that this Separation Agreement and the release contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

c. Executive declares and represents that Executive intends this Separation Agreement to be complete and not subject to any claim of mistake, and that the release herein expresses a full and complete release and Executive intends the release herein to be final and complete. Executive executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law.

d. This Separation Agreement is not intended to bar any claims that, by law, may not be waived, such as claims for workers’ compensation benefits, unemployment insurance benefits, statutory indemnity, and any challenge to the validity of Executive’s release of claims under the Age Discrimination in Employment Act of 1967, as amended. This General Release does not prevent Executive from contacting, providing information to, or filing a charge with any federal, state or local government agency or commission, including but not limited to the Equal Employment Opportunity Commission (“**EEOC**”), the Securities and Exchange Commission (“**SEC**”), or the National Labor Relations Board (“**NLRB**”). Executive is prevented, however, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims Executive has released in this Paragraph 2 and its subparts with regard to any charge or claim Executive may file or which may be filed or otherwise brought on Executive’s behalf. Nothing in this Separation Agreement is intended to or shall be interpreted to restrict or otherwise interfere with: (i) Executive’s obligation to testify truthfully in any forum; or (ii) Executive’s right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission (including but not limited to the EEOC, SEC or NLRB).

e. This Separation Agreement does not include a release of: (i) Executive's right, if any, to COBRA health benefits; (ii) vested rights Executive has with respect to any benefit or equity or stock plan, including, without limitation, the Bank's 401(k) Plan, or any rights with respect to unreimbursed expenses; (iii) Executive's rights to indemnification for work for NCB or the Bank; (iv) Executive's coverage under the Bank's insurance policies, including, without limitation, Directors and Officers Insurance; and (v) Executive's rights under this Separation Agreement and the Merger Agreement.

f. Executive expressly waives all rights afforded by Section 1542 of the Civil Code of the State of California ("**Section 1542**") with respect to the Released Parties. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

g. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, **Executive understands and agrees that this Separation Agreement is intended to include and does include all claims if any, which Executive may have and which Executive does not now know or suspect to exist in Executive's favor against the Released Parties, and this Separation Agreement extinguishes those claims.**

h. Executive acknowledges and agrees that this Separation Agreement may be pled as a complete bar to any action or suit before any court or adjudicative body or tribunal with respect to any of the released herein claims. Executive further represents and agrees that Executive has not commenced or joined in any litigation, claim, charge, action, demand, grievance, administrative proceeding, arbitration or other legal proceeding against the Released Parties arising out of or relating in any way to the claims released by this Separation Agreement.

i. Executive represents that, as of the date of this Separation Agreement, Executive has not filed any lawsuits, charges, complaints, petitions, claims or other accusatory pleadings against the Bank or any of the other Released Parties in any court or with any governmental agency. To the extent that Executive is identified as a putative or actual member of a class action or a representative, collective, or multi-party action seeking recovery based on one or more released Claims, Executive must opt-out of the class action lawsuit when first given an opportunity to do so and/or must otherwise decline to participate in a representative, collective, or multi-party action.

j. Executive acknowledges that before signing this Separation Agreement, Executive is advised to and has been encouraged by the Bank to consult with an attorney about this Separation Agreement's terms, and Executive understands that whether or not to do so is Executive's sole decision. If Executive does consult an attorney, Executive agrees to pay attorneys' fees and costs, if any, arising out of or in connection with this Separation Agreement or its subject matter.

3. Older Workers' Benefit Protection Act. This Separation Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. sec. 626(f) ("**OWBPA**"). Executive is advised to consult with an attorney before executing this Separation Agreement.

a. Acknowledgments/Time to Consider. Executive acknowledges and agrees that (a) Executive has read and understands the terms of this Separation Agreement; (b) Executive has been advised in writing to consult with an attorney before executing this Separation Agreement; (c) Executive has obtained and considered such legal counsel as Executive deems necessary; (d) Executive has been given twenty-one (21) days to consider whether or not to enter into this Separation Agreement (although Executive may elect not to use the full 21-day period at Executive's option); and (e) by signing this Separation Agreement, Executive acknowledges that Executive does so freely, knowingly, and voluntarily.

b. Revocation/Effective Date. This Separation Agreement shall not become effective or enforceable until the eighth day after Executive signs this Separation Agreement. In other words, Executive may revoke Executive's acceptance of this Separation Agreement within seven (7) days after the date Executive signs it. Executive's revocation must be in writing and received by the Chief Financial Officer of the Bank, by 5:00 p.m. Pacific Time on the seventh day in order to be effective. If Executive does not revoke acceptance within the seven (7) day period, Executive's acceptance of this Separation Agreement shall become binding and enforceable on the eighth day ("**Effective Date**"). The Separation Payment will become due and payable in accordance with Paragraph 1 above.

c. Preserved Rights of Executive. This Separation Agreement does not waive or release any rights or claims that Executive may have under the Age Discrimination in Employment Act that arise after the execution of this Separation Agreement. In addition, this Separation Agreement does not prohibit Executive from challenging the validity of this Separation Agreement's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended.

4. Non-Admission of Liability.

Nothing in this Separation Agreement shall be construed as an admission of liability by any party; rather, NCB, the Bank and Executive are resolving all outstanding matters between them, and the Bank specifically denies any wrongdoing in connection with Executive's employment.

5. Governing Law.

This Separation Agreement shall be governed by and construed and enforced pursuant to the laws of the State of California, without regard to its conflict of laws rules.

6. Counterparts, Electronic Signatures, and Use of Copies in Lieu of Originals.

This Separation Agreement may be executed in two or more counterparts, either by original signature or electronic signature, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The parties also agree that, so long as all of the parties execute this Separation Agreement, copies of this Separation Agreement, including

photocopies or facsimile copies (including copies generated by scanning this Separation Agreement to a portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), including signed counterparts, shall be deemed to constitute an original and may be used in lieu of an original for any purpose, and shall be fully enforceable against a signing party.

7. Voluntary Separation Agreement; No Inducements.

Executive represents that Executive: (a) has fully and carefully read this Separation Agreement prior to signing it; (b) has been, or has had the opportunity to be, advised by independent legal counsel of Executive's own choice as to the legal effect and meaning of each of the terms and conditions of this Separation Agreement; and (c) is signing and entering into this Separation Agreement as a free and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and has not relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Separation Agreement.

8. Remedies.

If Executive breaches any of the terms of this Separation Agreement, the Bank will immediately cease providing the payments described in Paragraph 1 and its subparts to the extent the payments have not yet been provided. This shall in no way limit the Bank's right to pursue all legal and equitable remedies available to it as a result of Executive's breach of this Separation Agreement

9. Severability.

In the event any provision of this Separation Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected thereby.

10. Successors and Assigns.

This Separation Agreement is binding on Executive's heirs, family members, executors, agents and assigns and shall inure to the benefit of any successor (any person or entity whether by merger, purchase, or otherwise acquires all or substantially all of the assets, stock, or business of NCB and the Bank), subsidiary, or affiliate of NCB or the Bank.

11. Recitals.

The Recitals are hereby incorporated into and made part of this Separation Agreement.

12. Entire Separation Agreement; Modification.

This Separation Agreement as herein incorporated by reference, is intended to be the entire separation agreement between the parties and supersedes and cancels any and all other and prior agreements, written or oral, between the parties regarding this subject matter. This Separation Agreement may be amended only by a written instrument executed by all parties hereto.

THE PARTIES TO THIS SEPARATION AGREEMENT HAVE READ THE FOREGOING SEPARATION AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS SEPARATION AGREEMENT ON THE DATES SHOWN BELOW.

IN WITNESS WHEREOF, the Parties have executed this Separation Agreement as of the dates indicated below.

NORTHERN CALIFORNIA BANNCORP, INC.

EXECUTIVE

By: _____

Name: _____

Title: _____

Date _____

Date: _____

MONTEREY COUNTY BANK

By: _____

Name: _____

Title: _____

Date _____

EXHIBIT E-1

**LIST OF PERSONS EXECUTING CONFIDENTIAL
SEPARATION AND RELEASE AGREEMENT**

Charles T. Chrietzberg

Charles Clark Chrietzberg

Bruce N. Warner

EXHIBIT F

COOPERATION AGREEMENT

This **COOPERATION AGREEMENT**, dated as of September 11, 2023 (this “**Agreement**”), is entered into by and among PCB Financial, Inc., a California corporation (“**PCB**”) and the undersigned (the “**Undersigned**”), a shareholder of Northern California Bancorp. Inc. (“**NCB**”), which is the owner of 100% of the outstanding voting shares of Monterey County Bank, a California state-chartered commercial bank (the “**Bank**”), with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, PCB and NCB are entering into that certain Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”), providing, among other things, for the merger of a wholly-owned subsidiary of PCB (the “**Merger Sub**”) with and into NCB, with NCB surviving (the “**Merger**”) and as a wholly-owned subsidiary of PCB;

WHEREAS, the Boards of Directors of PCB and NCB have approved the Merger Agreement and the transactions contemplated thereby;

WHEREAS, the Undersigned is a shareholder of NCB;

WHEREAS, as part of the Merger, the purchase price includes consideration for the goodwill of NCB and the Bank;

WHEREAS, as a result of the Undersigned being a capital shareholder of NCB and selling all of the Undersigned’s ownership interest in NCB as a result of the Merger, the Undersigned will receive a direct benefit from the transactions provided for in the Merger Agreement, including shares of voting Common Stock of PCB in exchange for shares of NCB Common Stock owned or held by the Undersigned in accordance with the terms of the Merger Agreement and that certain Election to Receive PCB Common Stock Agreement of even date by and between PCB and the Undersigned; and

WHEREAS, as a condition and inducement to PCB’s willingness to enter into the Merger Agreement, the Undersigned agrees to restrict the Undersigned’s activities and to cooperate with PCB in accordance with the terms of this Agreement;

Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the Undersigned’s receipt of direct benefit for the sale of all of the Undersigned’s ownership interest of NCB, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

1. **Consideration.** The Undersigned acknowledges and agrees that:

(a) PCB and NCB would not enter into the Merger Agreement unless the Undersigned agrees to cooperate with PCB and to not engage in actions prohibited by Section 2 during the Restricted Period (as defined below) as set forth in this Agreement;

(b) This Agreement is a material inducement for PCB and NCB to enter into and to carry out the terms of the Merger Agreement;

(c) The Undersigned is entering into this Agreement to induce PCB and NCB to enter into and carry out the terms of the Merger Agreement;

(d) PCB would be irreparably damaged, and its substantial investment in NCB and the Bank materially impaired, if the Undersigned were to engage in the actions prohibited by Section 2 during the Restricted Period as set forth in this Agreement;

(e) The Undersigned will receive a direct benefit from the completion of the Merger; and

(f) The Undersigned is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to the Undersigned in all material respects.

2. **Restrictive Covenants.** From and after the Closing Date up to and including the third (3rd) anniversary of the Closing Date (the “**Restricted Period**”), the Undersigned shall not, directly or indirectly, alone or in conjunction with other shareholders of PCB or NCB vote, or give consents with respect to, or grant proxies or take action with regard to any shares of voting Common Stock of PCB owned, held or acquired from and after the Closing Date (the “**PCB Shares**”), to effectuate any of the following actions:

(a) Act or attempt to act by written consent;

(b) Submit or attempt to submit any shareholder proposals in advance of any annual or special shareholders meeting of PCB, NCB or the Bank or any of their subsidiaries;

(c) Call or attempt to call any special meetings of PCB’s shareholders;

(d) Change or attempt to change the size of the PCB Board of Directors;

(e) Appoint or remove or attempt to appoint or remove any director or officer of PCB, NCB, or the Bank or any of their subsidiaries;

(f) Amend or attempt to amend PCB’s Articles of Incorporation or Bylaws;

(g) Have or seek to have the Undersigned or a representative of the Undersigned elected or appointed to or serve on the board of directors of PCB, NCB or the Bank or any of their subsidiaries;

(h) Exercise or attempt to exercise a controlling influence over the management or policies of PCB, NCB or the Bank or any of their subsidiaries;

- (i) Serve, or attempt to have any employee or representative of the Undersigned serve, as an officer, agent, or employee of PCB, NCB or the Bank or any of their subsidiaries;
- (j) Propose a director or slate of directors in opposition to a nominee or slate of nominees proposed by the management or board of directors of PCB, NCB or the Bank or any of their subsidiaries;
- (k) Enter into any agreements or understandings or collude or conspire with any other person to act in concert in exercising a controlling influence over PCB, NCB or the Bank or any of their subsidiaries, including, but not limited to, any agreements or understandings regarding the voting or transfer of shares of PCB, NCB or the Bank or any of their subsidiaries;
- (l) Collude or conspire with any other directors or shareholders of PCB, NCB or the Bank or any of their subsidiaries with respect to the exercise of any such person's voting rights with regard to PCB, NCB or the Bank or any of their subsidiaries; and
- (m) Enter into or attempt to enter into any agreement, arrangement or understanding (written or otherwise) with any other Person in an effort to take any action in furtherance of the foregoing.

3. **Transfer of PCB Shares.**

- (a) During the Restricted Period, the Undersigned may Transfer (as defined below) the PCB Shares, in whole or in part, only in accordance with the terms and conditions of this Section 3.
- (b) No Transfer may be made by the Undersigned unless the Undersigned has received a bona fide written offer (the "**Purchase Offer**") from a Person who is an "Independent Third Party" (as defined below) (the "**Purchaser**") to purchase the Shares (the "**Offered Shares**") for a purchase price (the "**Offer Price**") denominated and payable in United States dollars at the closing or according to specified terms, which Purchase Offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the 45th day following after the day of the Purchase Offer (the "**Offer Period**").
- (c) Prior to making any Transfer to the Purchaser, the Undersigned shall give to PCB and each member of the PCB Board (the "**Board Members**") written notice (the "**Offer Notice**") which shall include a copy of the Purchase Offer and an offer (the "**Firm Offer**") to sell the Offered Shares, payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer, provided that the Firm Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Shares) to be provided by the Purchaser for any deferred portion of the Offer Price.
- (d) At any time during the first fifteen (15) days of the Offer Period, PCB may accept the Firm Offer as to all but not less than all of the Offered Shares by giving written notice of such acceptance to the Undersigned and the Board Members. If PCB does not accept the Firm Offer within such first fifteen (15) of the Offer Period, then within the next twenty (20) days of the Offer Period commencing with the sixteenth (16th) day of the Offering Period, any Board

Member may accept the Firm Offer as to all or any portion of the Offered Shares, by giving written notice of such acceptance to the Undersigned and PCB. Such acceptance notice shall indicate the maximum number of PCB Shares that such Board Member (an “**Accepting Offeree**”) is willing to purchase (the “**Percentage Offer**”). If the Board Members do not accept the Firm Offer as to all of the Offered Shares, the Firm Offer shall be deemed to be rejected in its entirety. If the Accepting Offerees, in the aggregate, accept the Firm Offer with respect to all of the Offered Shares, the Accepting Offerees shall be deemed to have accepted the Firm Offer. If the Accepting Offerees exceed 100% of the Offered Shares, they shall participate in the Firm Offer in proportion to their PCB Share ownership, or in such other proportions as they shall agree.

(e) If the Firm Offer is accepted, the closing of the sale of the Offered Shares shall take place within five (5) days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. If the Firm Offer is not accepted in the manner provided herein, the Undersigned may sell the Offered Shares to the Purchaser at any time within sixty (60) days after the last day of the Offer Period, provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer. If the Offered Shares are not sold in accordance with the terms of the preceding sentence, the Offered Shares shall again become subject to all of the conditions and restrictions of this Section 3.

(f) The PCB Shares Transferred to an Independent Third Party after full compliance with the terms and conditions of this Section 3, shall no longer be subject to the restrictions of Section 2.

The term “**Independent Third Party**” means a Person which Person is not: (i) an Affiliate or Relative of the Undersigned (including any trusts or other entities, controlled by, or created for the benefit of such Affiliate or Relative of the Undersigned; or (ii) one of the following shareholders of PCB: Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004; Lawrence W. Anderson; Georgeann M. Anderson; Charles T. Chrietzberg and Sandra Gail Chrietzberg, Co-Trustees of the 1994 Revocable Living Trust dated 8/30/94 ; Charles T. Chrietzberg; Sandra Gail Chrietzberg; and R.A. Williams. The term “**Affiliate**” means a Person controlled by, controlling or under common control with another Person, and for this purpose, “control” means the power to vote a majority of the voting power of a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise. The term “**Relative**” means any Person who is related by blood, marriage, adoption, convention, law or similar relationship with another Person. A Person’s relatives including, without limitation, his or her spouse, any mother, father, grandmother, grandfather, sister, brother, daughter, son, niece, nephew or other descendent of the Person or his or her spouse or any of their respective spouses or descendants, in each case whether related by blood, marriage, adoption, law or otherwise and including, without limitation, “step” relationships and “in-law” relationships. The term “**Transfer**” means a sale, transfer, assignment, gift, bequest or disposition by any other means, whether for value or no value and whether voluntary or involuntary.

(g) The Undersigned may Transfer the PCB Shares or any portion thereof to a Person who is not an Independent Third Party provided that the PCB Shares so transferred: (i) shall remain subject to the terms and conditions of this Agreement; (ii) such transferee shall be

required to execute, and the Undersigned shall deliver to PCB, a joinder to this Agreement in such form as is reasonably acceptable to PCB; and (iii) such transferee shall thereafter be subject to the provisions of Section 2.

(h) The following legend shall be placed on all certificates (or book entry) evidencing the Shares (the “**Legend**”): “THIS SECURITY AND THE TRANSFER THEREOF ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN COOPERATION AGREEMENT BY AND BETWEEN PCB FINANCIAL, INC. AND HOLDER, DATED SEPTEMBER 11, 2023.”

4. **General Terms.**

(a) **Amendment and Modification.** Any provision of this Agreement may be: (i) waived in writing in whole or in part by the party benefited by the provision or by all parties; or (ii) amended or modified at any time by an agreement in writing among the parties hereto executed in the same manner as this Agreement.

(b) **Integration.** This Agreement contains the entire understanding of the parties in respect of the subject matter hereof and (except for other documents to be executed pursuant to the Merger Agreement) supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

(c) **Termination.**

(i) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated in accordance with its terms.

(ii) Unless sooner terminated under Section 5.3(a), this Agreement shall terminate at the end of the Restricted Period or on the mutual agreement of the Undersigned and PCB.

(d) **Specific Performance.**

(i) The Undersigned hereby acknowledges and agrees that the obligations undertaken by the Undersigned hereunder are unique and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of the Undersigned hereunder to consummate this Agreement). The Undersigned acknowledges and agrees that monetary damage, even if available, would not be an adequate remedy.

(ii) Accordingly, PCB shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such Party is entitled at law or in equity.

(iii) The Undersigned hereby further waives any defense in any action for specific performance that a remedy at law or other remedy would be adequate and agrees that

the Undersigned will not oppose the granting of an injunction, specific performance, and other equitable relief on the basis that an adequate remedy at law or other remedy is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

(e) Severability and Related Matters. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unreasonable as to duration, activity or subject, it shall be deemed to extend only over the maximum duration, range of activities or subjects as to which such provision shall be valid and enforceable under applicable law. If any provisions shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Notices. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered; if by electronic transmission (with confirmation) on the next Business Day after receipt of electronic acknowledgment; if mailed by registered or certified mail, postage prepaid (return receipt requested) the third Business Day after being deposited in the mail; or if by overnight delivery service, the next Business Day after being delivered to such service, to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

If to the Undersigned, at the address set forth below the Undersigned's signature at the end hereof.

If to PCB:

PCB Financial, Inc.
c/o Gala Capital Partners, LLC
3191 Red Hill Avenue, Suite 200
Costa Mesa, California 92626
Attention: Anand Gala
Email: agala@galacapitalpartners.com

With a copy to:

Husch Blackwell LLP
355 South Grand Avenue, Suite 2850
Los Angeles, California 90071
Attention: Arthur A. Coren, Esq.
Email: arthur.coren@huschblackwell.com

If to NCB (prior to the Closing Date):

Northern California Bancorp, Inc.
601 Munras Avenue
Monterey, California 93940
Attention: Charles Chrietberg, President and Chief Executive Officer

Email: charles@montereycountybank.com

With a copy to:

Gary Steven Findley & Associates
3808 E. La Palma Avenue
Anaheim, California, 92807
Attention: Gary Findley, Esq.
Email: gsf@findley-reports.com

(g) Waiver of Breach. Any failure or delay by PCB, NCB, the Bank and/or any successor in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by PCB, NCB, the Bank, and/or any successor of a breach of any provision of this Agreement by the Undersigned shall not operate or be construed as a waiver of any subsequent breach or violation thereof. All waivers shall be in writing and signed by PCB, NCB, the Bank and/or any successor.

(h) Assignment. This Agreement is not assignable by the Undersigned. This Agreement may be assigned by PCB only in connection with a sale of all or substantially all of its assets by way of merger, reorganization, consolidation, stock issuance or sale or otherwise in which it is not the surviving corporation. Any attempted assignment in violation of this prohibition shall be null and void.

(i) Binding Effect; Third-Party Beneficiaries; Benefit to Successors. This Agreement shall be binding upon the Undersigned and upon the Undersigned's successors and representatives and shall inure to the benefit of PCB, NCB, the Bank and/or any successor, representative or assign. Other than NCB and any successor of PCB, and/or the Bank, any of which shall be entitled to enforce this Agreement to the same extent as PCB as if a party hereto, nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(j) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of California applicable to contracts made and entirely to be performed within such state, without regard to any applicable conflicts of law principles that would require the application of the Laws of any other jurisdiction. The parties hereto agree that any disputes, claims, disagreements, lawsuits, actions or controversies of any type or nature whatsoever that, directly or indirectly, arise from or relate to this Agreement, including, without limitation, claims relating to the inducement, construction, performance or termination of this Agreement, shall be brought in the state superior court located in Orange County, California or Federal district courts located in Orange County, California, and the parties hereto agree not to challenge the selection of that venue in any such proceeding for any reason, including, without limitation, on the grounds that such venue is an inconvenient forum.

(k) Independent Review and Advice. The Undersigned represents and warrants that he has carefully read this Agreement; that the Undersigned executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which any party may have with respect to the other parties; that

the Undersigned has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that the Undersigned is entering into this Agreement of his own free will. The Undersigned expressly agrees that there are no expectations contrary to this Agreement and no usage of trade or regular practice in the industry shall be used to modify this Agreement. The parties agree that this Agreement shall not be construed for or against any party in any interpretation thereof.

(1) Counterparts. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by electronic transmission or other electronic method, each of which shall be deemed to constitute an original, but all of which together shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PCB FINANCIAL, INC.

By: _____

Name: Anand Gala

Title: President and Chief Executive Officer

“UNDERSIGNED”

Name: _____

Address: _____

Phone: _____

E-mail: _____

EXHIBIT F-1

LIST OF SHAREHOLDERS ENTERING INTO COOPERATION AGREEMENT

Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004

Lawrence W. Anderson

Georgeann M. Anderson

Charles T. Chrietzberg and Sandra Gail Chrietzberg, Co-Trustees of the 1994 Revocable Living Trust dated 8/30/94

Charles T. Chrietzberg

Sandra Gail Chrietzberg

R.A. Williams