UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 26, 2018**

CVB FINANCIAL CORP.

(Exact name of registrant as specified in its charter)

California	**0-10140**	**95-3629339**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

701 North Haven Avenue, Ontario, California	**91764**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(909) 980-4030**

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):
[X] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Item 1.01 Entry into a Material Definitive Agreement

Agreement and Plan of Reorganization and Merger

On February 26, 2018, CVB Financial Corp., a California corporation (the "Company"), Citizens Business Bank, a California state-chartered bank and wholly-owned subsidiary of the Company ("Citizens"), and Community Bank, a California state-chartered bank ("Community"), entered into an Agreement and Plan of Reorganization and Merger (the "Reorganization Agreement"), pursuant to which Community will be merged with and into Citizens, with Citizens as the surviving bank (the "Merger").

Upon consummation of the Merger, the Articles of Incorporation and Bylaws of Citizens as in effect immediately prior to the effective time of the Merger (the "Effective Time") will be those of the surviving bank. The directors and officers of the Company and Citizens immediately prior to the Effective Time, together with one Community director to be appointed to the Company board and the Citizens board, will be the directors and officers of the Company and Citizens following the Merger.

Subject to the terms and conditions of the Reorganization Agreement, upon consummation of the Merger, each share of Community's common stock outstanding immediately prior to the Effective Time will be cancelled and converted into the right to receive 9.4595 shares of the Company's common stock and $56.00 per share in cash, subject to any adjustments set forth in the Reorganization Agreement (the "Merger Consideration"). At the Effective Time, each Community restricted stock unit will automatically accelerate in full and be converted into the right to receive the Merger Consideration.

The cash consideration will be reduced, on a per share basis, by the sum of the following, if any: (i) a tier 1 capital adjustment (i.e., $2.50 for every dollar of adjusted tier 1 capital of Community below $365 million as of the measurement date, if any); plus (ii) a total non-interest bearing deposit adjustment (i.e., 45.6% of every dollar of total non-interest bearing deposits of Community below $1.1 billion as of the measurement date, if any); plus (iii) a transaction costs adjustment (i.e., the amount, if any, by which certain specified transaction costs of Community exceed $6 million); provided that, if such sum exceeds $45,000,000 (the amount of such excess, if any, the "Excess Adjustment Amount"), then, in lieu of reducing the cash consideration by 100% of the Excess Adjustment Amount, 20% of the Excess Adjustment Amount shall be applied to reduce the aggregate cash consideration, and the remaining 80% of the Excess Adjustment Amount shall be applied to reduce the stock consideration.

Based on the closing price of the Company's common stock on February 23, 2018 and assuming no adjustments to the cash consideration, the aggregate Merger Consideration would be approximately $878.3 million.

Community, the Company and Citizens have made representations, warranties and covenants in the Reorganization Agreement customary for transactions of this type. Subject to certain exceptions, each of the Company, Citizens and Community has agreed, among other things, to covenants relating to (i) the conduct of its business during the interim period between the execution of the Reorganization Agreement and the consummation of the Merger, and (ii) the use of reasonable best efforts to obtain regulatory approvals. In addition, Community has agreed, among other things, to covenants relating to (i) obligations to facilitate the Community shareholders' consideration of, and voting upon, the approval of the principal terms of the Reorganization Agreement, (ii) the recommendations by the Community board in favor of the approval by the Community shareholders of the principal terms of the Reorganization Agreement, and (iii) non-solicitation obligations relating to alternative acquisition proposals. The Company also has agreed, among other things, to covenants relating to (i) obligations to facilitate the Company's shareholders consideration of, and voting upon, the approval of the issuance of the shares of Company common stock pursuant to the Reorganization Agreement (the "Parent Share Issuance"), and (ii) the recommendations by the Company's board in favor of the Parent Share Issuance.

The consummation of the Merger is subject to customary conditions, including (i) the receipt of regulatory approvals, (ii) the receipt of the requisite approval of the shareholders of the Company and Community, (iii) the absence of any law or order prohibiting the closing, and (iv) effectiveness of the registration statement to be filed by the Company with respect to the Parent Share Issuance. The obligation of each party to consummate the Merger is also conditioned upon (i) subject to certain exceptions, the accuracy of the representations and warranties of the other party, (ii) performance in all material respects by the other party of its obligations under the Reorganization Agreement, (iii) receipt by such party of a tax opinion to the effect that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and (iv) the absence of a material adverse effect with respect to the other party since the date of the Reorganization Agreement. The obligation of the Company and Citizens to consummate the Merger is also conditioned upon, among other things, (i) the adjusted tier 1 capital of Community being equal to or greater than $355.0 million as of the measurement date, (ii) the total non-maturity deposits of Community being equal to or greater than $2.1 billion as of the measurement date, and (iii)

holders of not more than 10% of the outstanding shares of Community common stock shall have exercised their dissenters rights.

The Reorganization Agreement contains customary termination rights for the Company, Citizens and Community, including if (i) the Merger is not consummated by October 31, 2018 (the "Outside Date"), which Outside Date may be extended by the Company or Community to December 31, 2018 if additional time is needed to obtain regulatory approvals, (ii) the necessary regulatory approvals are denied, (iii) the approval of the Community shareholders or the Company shareholders is not obtained, or (iv) there has been a breach by the other party that is not cured such that the applicable closing conditions are not satisfied.

Community may also terminate the Reorganization Agreement prior to obtaining the Community shareholders' approval in order to enter into a definitive agreement providing for a superior proposal obtained by Community without breaching the Reorganization Agreement. In addition, in certain circumstances, the Company may terminate the Reorganization Agreement prior to the Community shareholders' approval of the Merger in the event that (i) Community materially breaches its non-solicitation obligations relating to alternative acquisition proposals, (ii) the Community board withdraws or adversely modifies its recommendation to its shareholders or fails to affirm its recommendation within the required time period after an acquisition proposal is made, or (iii) the Community board recommends a tender offer or fails to recommend against such tender offer within 10 business days after commencement thereof. The Reorganization Agreement also provides that Community will be obligated to pay a termination fee of $35,132,000 to the Company (i) if the Reorganization Agreement is terminated by the Company in the circumstances described in the preceding sentence, (ii) as a condition to any termination of the Reorganization Agreement by Community to enter into a definitive agreement for a superior proposal or (iii) (A) if an acquisition proposal is made to Community or to its shareholders publicly, (B) the Reorganization Agreement is terminated for failure to consummate the Merger by the Outside Date without the approval of the Community shareholders being obtained or for failure to obtain the approval of the Community shareholders and (C) Community enters into a definitive agreement with respect to or consummates certain acquisition proposals within 18 months of such termination of the Reorganization Agreement.

Either the Company or Community may also terminate the Agreement if (i) the Company's average closing price over a 20-day period ending on the fifth business day prior to closing is less than $20.13 per share and (ii) the Company's common stock underperforms the 20-day average closing price of the KBW Regional Banking Index by 15% or more. If Community elects to so terminate the Reorganization Agreement, the Company may reinstate the Merger by increasing the exchange ratio (or the cash payment in lieu thereof) to an amount equal to the lesser of the amount that would be payable to satisfy the condition clauses (i) or (ii) of the preceding sentence.

The Merger is expected to close in the third quarter of 2018.

The foregoing description of the Reorganization Agreement is qualified in its entirety by reference to the full text of the Reorganization Agreement, a copy of which is attached as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated by reference herein. The Reorganization Agreement has been attached as an exhibit to provide investors and security holders with information regarding its terms. It is not intended to provide any other financial information about the Company, Citizens, Community or their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Reorganization Agreement were made only for purposes of that agreement and as of specific dates, are solely for the benefit of the parties to the Reorganization Agreement, may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Reorganization Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the parties that differ from those applicable to investors. Investors should not rely on the representations, warranties, or covenants or any description thereof as characterizations of the actual state of facts or condition of the Company, Citizens, Community or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties, and covenants may change after the date of the Reorganization Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Company.

Voting and Support Agreements; Non-Competition, Non-Solicitation and Non-Disclosure Agreements

Concurrently with the execution and delivery of the Reorganization Agreement, each member of the Community board and certain of its executive officers and one member of the Company board have each entered into a Voting and Support Agreement, pursuant to which he or she will agree, in his or her capacity as a shareholder of Community or the Company, as applicable, to vote in favor of the requisite approval of shareholders of Community and the Company pursuant to the Reorganization Agreement.

Concurrently with the execution and delivery of the Reorganization Agreement, (i) certain directors of Community have entered into a Non-Competition, Non-Solicitation and Non-Disclosure Agreement pursuant to which such director agrees not to compete against Citizens or solicit the employees or customers of Citizens (or the former Community Bank), in each case, for a period of two years after the Effective Time, (ii) certain other directors of Community have entered into a Non-Competition, Non-Solicitation and Non-Disclosure Agreement pursuant to which such director agrees not to compete against Citizens for a period of six months after the Effective Time, become connected in any capacity (including as an employee, officer, shareholder or director) with two specified banks for a period of two years after the Effective Time, or solicit the employees or customers of Citizens (or the former Community Bank) for a period of two years after the Effective Time, (iii) the Chief Executive Officer of Community has entered into a Non-Competition, Non-Solicitation and Non-Disclosure Agreement pursuant to which such officer agrees not to compete against Citizens or solicit the employees or customers of Citizens (or the former Community Bank), in each case, for a period of two years after the Effective Time, (iv) the President and Chief Banking Officer of Community has entered into a Non-Competition, Non-Solicitation and Non-Disclosure Agreement pursuant to which such officer agrees not to compete against Citizens or solicit the employees or customers of Citizens (or the former Community Bank), in each case, for a period of one year after the Effective Time, and (v) certain other executive officers of Community have entered into a Non-Solicitation and Non-Disclosure Agreement pursuant to which each such officer agrees not to solicit the employees or customers of Community and Citizens (or the former Community Bank), in each case, for a period of one year after the Effective Time.

The foregoing descriptions of the forms of Voting and Support Agreement, Non-Competition, Non-Solicitation and Non-Disclosure Agreement and Release and Non-Solicitation and Non-Disclosure Agreement and Release are qualified in their entirety by reference to the full text of the forms of such agreements, copies of which are attached as Exhibits 99.1, 99.2, 99.3, 99.4, 99.5, 99.6 and 99.7 to this Current Report on Form 8-K and are incorporated by reference herein.

Item 8.01 Other Events.

On February 26, 2018, the Company and Community issued a joint press release announcing the execution of the Reorganization Agreement. On February 27, 2018, the Company and Community will hold a joint investor conference call to provide supplemental information regarding the Merger. Copies of the press release and the slide presentation to be used on the conference call are attached hereto as Exhibits 99.8 and 99.9, respectively. These materials are incorporated herein by reference and the foregoing description is qualified in its entirety by reference to such materials.

Forward-Looking Statements

This Current Report on Form 8-K contains statements regarding the proposed transaction between the Company, Citizens and Community, and statements about the future expectations, beliefs, goals, plans or prospects of the management of each of Company, Citizens and Community. These statements are based on current expectations, estimates, forecasts and projections and management assumptions about the future performance of each of Company, Citizens, Community and the surviving bank, as well as the businesses and markets in which they do and are expected to operate. These statements constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Words such as “expects,” “believes,” “estimates,” “anticipates,” “targets,” “goals,” “projects,” “intends,” “plans, “seeks,” and variations of such words and similar expressions are intended to identify such forward-looking statements which are not statements of historical fact. These forward-looking statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to assess. Actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. The closing of the proposed Merger is subject to regulatory approvals, the approval of the shareholders of both Company and Community, and other customary closing conditions. There is no assurance that such conditions will be met or that the proposed Merger will be consummated within the expected time frame, or at all. If the Merger is consummated, factors that may cause actual outcomes to differ from what is expressed or forecasted in these forward-looking statements include, among things: difficulties and delays in integrating Citizens and Community and achieving anticipated synergies, cost savings and other benefits from the transaction; higher than anticipated transaction costs; deposit attrition, operating costs, customer loss and business disruption following the Merger, including difficulties in maintaining relationships with employees, may be greater than expected; required governmental approvals of the Merger may not be obtained on its proposed terms and schedule, or without regulatory constraints that may limit growth; competitive pressures among depository and other financial institutions may increase significantly and have an effect on revenues; the strength of the United States economy in general, and of the local economies in which the combined company will operate, may be different than expected, which could result in, among other things, a deterioration in credit quality or a reduced demand for credit and have a negative effect on the surviving bank’s loan portfolio and allowance for loan losses; changes in the U.S. legal and regulatory framework; and adverse conditions in the stock market, the public debt market and other capital markets (including changes in interest rate conditions) which would negatively affect the surviving bank’s business and operating results.

All of the forward-looking statements are qualified in their entirety by reference to the factors discussed in the Company's reports with the Securities and Exchange Commission (the "SEC"), including the Company's Annual Report on Form 10-K (and the risk factors set forth therein) and subsequently filed Quarterly Reports on Form 10-Q. These risk factors may not be exhaustive, as the Company operates in a continually changing business environment with new risks emerging from time to time that it is unable to predict or that it currently does not expect to have a material adverse effect on its business. Except as required under the U.S. federal securities laws and the rules and regulations of the SEC, Company, Citizens and Community disclaim any intention or obligation to update any forward-looking statements after the date hereof, whether as a result of new information, future events, developments, changes in assumptions or otherwise.

Additional Information and Where to Find It

This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval.

In connection with the proposed Merger, the Company will file with the SEC a registration statement on Form S-4 that includes a preliminary joint proxy statement/prospectus of the Company and Community, as well as other relevant documents concerning the proposed Merger. SHAREHOLDERS OF COMMUNITY AND THE COMPANY ARE ENCOURAGED TO READ THE REGISTRATION STATEMENT, THE PRELIMINARY JOINT PROXY STATEMENT/PROSPECTUS REGARDING THE MERGER, THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS (WHEN IT BECOMES AVAILABLE) AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE MERGER. You will be able to obtain a free copy of the preliminary joint proxy statement/prospectus, as well as other filings containing relevant information at the SEC's Internet site (www.sec.gov). You will also be able to obtain these documents, free of charge, from the Company and Citizens at www.cbbank.com in the "Investors" section under the "About Us" tab, or from Community at www.cbank.com in the "Investor Relations" section under the "About " tab.

Participants in Solicitation

The Company and Community and their respective directors, executive officers, management and employees may be deemed to be participants in the solicitation of proxies in respect of the Merger. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the Company's shareholders in connection with the proposed Merger will be set forth in the joint proxy statement/prospectus when it is filed with the SEC. You can find information about the Company's executive officers and directors in its definitive proxy statement for its 2017 Annual Meeting of Shareholders, which was filed with the SEC on April 6, 2017. You can obtain free copies of such definitive proxy statement at the SEC's Internet site (www.sec.gov).

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Reorganization and Merger, dated February 26, 2018, by and among CVB Financial Corp, Citizens Business Bank and Community Bank*
2.2	List of Items in the Community Disclosure Schedule and Parent Disclosure Schedule to the Agreement and Plan of Reorganization and Merger, dated February 26, 2018, by and among CVB Financial Corp., Citizens Business Bank and Community Bank
99.1	Form of Voting and Support Agreement – Community (incorporated by reference to Exhibit A-1 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.2	Form of Voting and Support Agreement – CVB Financial Corp. (incorporated by reference to Exhibit A-2 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.3	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement – Community non-independent directors (incorporated by reference to Exhibit B-1 of the Reorganization Agreement filed as Exhibit 2.1 hereto)

99.4	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement – Community independent directors (incorporated by reference to Exhibit B-2 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.5	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement and Release – Community Chief Executive Officer (incorporated by reference to Exhibit B-3 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.6	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement and Release – Community President and Chief Banking Officer (incorporated by reference to Exhibit B-4 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.7	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement and Release – Other Community Executives (incorporated by reference to Exhibit B-5 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
99.8	Joint Press Release dated February 26, 2018
99.9	Joint Investor Presentation dated February 26, 2018

* Confidential disclosure schedules omitted pursuant to Item 601(b)(2) of Regulation S-K promulgated by the SEC. The Company undertakes to furnish supplemental copies of any omitted schedules to the SEC upon request.

EXHIBIT INDEX

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99.3	Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement – Community non-independent directors (incorporated by reference to Exhibit B-1 of the Reorganization Agreement filed as Exhibit 2.1 hereto)
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* Confidential disclosure schedules omitted pursuant to Item 601(b)(2) of Regulation S-K promulgated by the SEC. The Company undertakes to furnish supplemental copies of any omitted schedules to the SEC upon request.

SIGNATURES

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

CVB Financial Corp.

Date: February 26, 2018

/s/ E. Allen Nicholson
E. Allen Nicholson
Executive Vice President and
Chief Financial Officer

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF REORGANIZATION AND MERGER

dated as of February 26, 2018

by and among

CVB FINANCIAL CORP.,

CITIZENS BUSINESS BANK,

and

COMMUNITY BANK

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This **AGREEMENT AND PLAN OF REORGANIZATION AND MERGER**, dated as of February 26, 2018 (this "**Agreement**"), is entered into by and among CVB Financial Corp., a California corporation ("**Parent**"), Citizens Business Bank, a California state-chartered bank and wholly-owned subsidiary of Parent ("**Citizens**"), and Community Bank, a California state-chartered bank ("**Community**," together with Parent and Citizens, each a "**Party**" and collectively hereinafter the "**Parties**").

RECITALS

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the California General Corporation Law (the "**CGCL**") and the California Financial Code (the "**CFC**"), Community will merge with and into Citizens (the "**Merger**"), with Citizens continuing as the surviving banking corporation in the Merger (sometimes referred to in such capacity as the "**Surviving Corporation**");

WHEREAS, the respective boards of directors of each of Parent (the " **Parent Board**"), Citizens (the "**Citizens Board**") and Community (the "**Community Board**") have determined that this Agreement and the transactions contemplated hereby are fair to and in the best interests of their respective companies and their respective shareholders, as applicable, and have approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, all upon the terms and subject to the conditions set forth herein;

WHEREAS, for U.S. federal income tax purposes (and, where applicable, state and local income tax purposes), the Parties intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement will constitute a "plan of reorganization" for purposes of Sections 354 and 361 of the Code;

WHEREAS, as a condition and inducement to the Parties' willingness to enter into this Agreement, each member of the Community Board and certain of its respective executive officers and a member of the Parent Board have each simultaneously herewith entered into a Voting and Support Agreement (each a "**Voting Agreement**" and collectively, the "**Voting Agreements**"), each dated as of the date hereof and substantially in the form attached hereto as Exhibit A-1, and Exhibit A-2 with Parent and Community, respectively;

WHEREAS, as a condition and inducement to Parent's and Citizens' willingness to enter into this Agreement, each member of the Community Board and certain of its officers have simultaneously herewith entered into, as applicable, a Non-Competition, Non-Solicitation and Non-Disclosure Agreement or a Non-Solicitation and Non-Disclosure Agreement, each dated as of the date hereof and substantially in the form attached hereto as Exhibit B-1, B-2, B-3, B-4 or B-5 with Parent; and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

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

"**2017 Audited Financial Statements**" has the meaning set forth in Section 6.04(b).

"**Acquisition Proposal**" has the meaning set forth in Section 6.09(a).

"**ADA**" has the meaning set forth in Section 4.21(b).

"Adjusted Tier 1 Capital" means Tier 1 Capital plus Approved Transaction Costs.

"**Affiliate**" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For purposes of this definition, "control" of a Person shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

"**Agreement**" has the meaning set forth in the Preamble.

"**Agreement of Merger**" has the meaning set forth in Section 2.02(a).

"**Aggregate Cash Consideration**" means (a) the product of (i) Fifty Six Dollars ($56.00) and (ii) the sum of the number of shares of Community Common Stock and Community RSU's outstanding at the Effective Time, less (b) the sum of (i) the Tier 1 Capital Adjustment and (ii) the Total Non-Interest Bearing Deposit Adjustment and (iii) the Transaction Costs Adjustment; provided, however, that, notwithstanding anything to the contrary set forth in this Agreement, if the sum in the foregoing clause (b) of this definition exceeds $45,000,000 (the amount of such excess, if any, the "**Excess Adjustment Amount**"), then, in lieu of reducing the Aggregate Cash Consideration by 100% of the Excess Adjustment Amount, the Merger Consideration shall be reduced as follows: (x) 20% of the Excess Adjustment Amount shall be applied to reduce the Aggregate Cash Consideration; and (y) the remaining 80% of the Excess Adjustment Amount shall be applied to reduce the Stock Consideration by reducing the Exchange Ratio to reflect the reduction in the Merger Consideration pursuant to clause (y) of this definition.

"**Approvals**" has the meaning set forth in Section 6.05(a).

"**Approved Transaction Costs**" means all expenses, costs and fees to be paid or incurred by Community (or any of its Affiliates or successors thereto) from January 1, 2018 through the Measurement Date in connection with the consummation by Community of the transactions contemplated by this Agreement, which, solely for purposes of calculating Adjusted Tier 1 Capital, shall not exceed:

(a) $6.0 million, in the aggregate, for all of the Transaction Costs identified on Section 1.01(a) of the Parent Disclosure Schedule (provided further that, with respect to any specific Transaction Cost identified in such Parent Disclosure Schedule, such Transaction Cost

shall also not exceed, solely for purposes of calculating Adjusted Tier 1 Capital, the applicable individual dollar limit set forth in Section 1.01(a) of the Parent Disclosure Schedule for such Transaction Cost); plus

(b) investment banking fees payable to D.A. Davidson & Co., which shall not exceed the amount as previously disclosed by Community to Parent and Citizens and set forth in Community's engagement agreement with D.A. Davidson & Co. (a true and complete copy of which has been previously provided to Parent and Citizens); plus

(c) a pool for retention payments by Community to be mutually agreed upon by the Parties in an amount not exceeding the amount set forth in Section 7.03(e)(iii)(3) of the Parent Disclosure Schedule; plus

(d) if applicable, any attorneys' fees and costs, amounts paid to Advisors and all amounts paid in settlement or otherwise, in connection with any investigations, actions, claims, suits or hearings brought, if any, with respect to this Agreement or the transactions contemplated hereby as described in Section 6.21 herein;

(e) any fees and costs paid to the nationally recognized accounting firm designated in accordance with Section 4.11(k) herein; plus

(f) any fees and costs paid with Parent's prior written consent in connection with complying with Section 6.16 herein.

"**Bank Secrecy Act**" means the Currency and Foreign Transaction Reporting Act (31 U.S.C. Section 5311 et seq.), as amended by the USA PATRIOT Act and their implementing regulations.

"**Bankruptcy and Equity Exception**" has the meaning set forth in Section 4.03(a).

"**Book-Entry Share**" has the meaning set forth in Section 3.01(a).

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

"**California Secretary**" means the Secretary of State of the State of California.

"**Call Report**" means a Report of Condition and Income filed by a banking institution with the applicable federal banking agency.

"**Cardholder**" means a person or persons in whose name(s) a Credit Card Account has been established in connection with a Credit Card pursuant to a Credit Card Account Agreement.

"**Cash Consideration** " means the quotient obtained by dividing (i) the Aggregate Cash Consideration by (ii) the sum of the number of shares of Community Common Stock and Community RSU's outstanding at the Effective Time.

"**CDBO**" means the California Department of Business Oversight.

"**Certificate**" has the meaning set forth in Section 3.01(a).

"**CFC**" has the meaning set forth in the recitals.

"**Change of Control Payments**" has the meaning set forth in Section 4.16(a).

"**Citizens**" has the meaning set forth in the Preamble of this Agreement.

"**Citizens Articles**" means the articles of incorporation of Citizens, as amended.

"**Citizens Board**" has the meaning set forth in the Recitals.

"**Citizens Bylaws**" means the bylaws of Citizens, as amended.

"**Closing**" has the meaning set forth in Section 2.02(b).

"**Closing Date**" has the meaning set forth in Section 2.02(b).

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Community**" has the meaning set forth in the Preamble of this Agreement.

"**Community 401(k) Plan**" has the meaning set forth in Section 6.14(a).

"**Community Articles**" means the articles of incorporation of Community, as amended.

"**Community Audited Financial Statements**" has the meaning set forth in Section 4.06(a).

"**Community Board**" has the meaning set forth in the Recitals.

"**Community Board Recommendation**" has the meaning set forth in Section 6.07(b).

"**Community Bylaws**" means the bylaws of Community, as amended.

"**Community Capitalization Date**" has the meaning set forth in Section 4.02(a).

"**Community Change in Recommendation**" has the meaning set forth in Section 6.09(e).

"**Community Common Stock**" means the common stock, no par value per share, of Community.

"Community Disclosure Schedule" means the schedule delivered by Community to Parent and Citizens before the execution and entry into this Agreement which sets 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 this Agreement or to one or more covenants contained herein.

"**Community Filings**" has the meaning set forth in Section 4.05(a).

"**Community Financial Statements**" has the meaning set forth in Section 4.06(a).

"**Community Incentive and Commission Plan**" has the meaning set forth in Section 4.11(m).

"**Community Interim Financial Statements**" has the meaning set forth in Section 4.06(a).

"**Community IT Systems**" has the meaning set forth in Section 4.20(d).

"**Community Leased Properties**" has the meaning set forth in Section 4.21(a).

"**Community Licensed Intellectual Property**" means the Intellectual Property owned by third Persons that is used in or necessary for the operation of the respective businesses of Community and each of its Subsidiaries as presently conducted.

"**Community Material Adverse Effect**" shall mean any fact, event, change, condition, occurrence, development, circumstance, effect or state of facts that:

(a) individually or in the aggregate, has been, or would reasonably be expected to be, materially adverse to the business, assets, deposit liabilities, results of operations or condition (financial or otherwise) of Community and its Subsidiaries, in each case taken as a whole or (b) prevents, materially delays or materially impairs the ability of Community to perform its obligations under this Agreement to consummate the Merger; provided, however, that no fact, event, change, condition, occurrence, development, circumstance, effect or state of facts to the extent resulting from any of the following shall be considered in determining whether a Community Material Adverse Effect has occurred or is in existence:

(i) changes, after the date hereof, in Laws, rules and regulations of general applicability, or of general applicability to banks, or interpretations thereof of general applicability, or of general applicability to banks, by Governmental Authorities, including any change in GAAP or regulatory accounting requirements,

(ii) changes in the economy or financial markets, generally, in the United States,

(iii) changes in economic, business or financial conditions generally affecting the banking industry,

provided further, that the foregoing clauses (i), (ii) or (iii) shall not apply to the extent such fact, event, change, condition, occurrence, development, circumstance, effect, action, omission or state of facts of the type referred to therein, has a disproportionate impact on the business, assets, deposit liabilities, results of operations or condition (financial or otherwise) of Community and its Subsidiaries compared to other comparable companies within the banking industry, in which case the disproportionate effect will be taken into account;

(iv) any action taken by Community with Parent's express written consent or any action taken by Community that Community was expressly required to take pursuant to the terms of this Agreement;

(v) any failure in and of itself by Community to meet internal or other estimates,

predictions, projections or forecasts of revenue, net income or any other measure of financial performance (except to the extent that, with respect to clause (v) the facts or circumstances giving rise or contributing to failure to meet estimates, predictions, projections or forecasts may be deemed to constitute or be taken into account in determining whether there has been, a Community Material Adverse Effect, except to the extent such facts or circumstances are themselves excepted from the definition of Community Material Adverse Effect pursuant to any other clause of this definition);

(vi) the commencement of any litigation that was primarily the result of the announcement or public disclosure of this Agreement and the transactions contemplated hereby; or

(vii) for purposes of the condition set forth in Section 7.03(a)(iv), those matters Previously Disclosed by Community consistent with the standard set forth in Section 7.03(a)(iv) and based on the information on those matters provided on or prior to the date hereof.

"**Community Owned Intellectual Property**" means Intellectual Property owned or purported to be owned by Community or any of its Subsidiaries.

"**Community Owned Properties**" has the meaning set forth in Section 4.21(a).

"**Community Rate Sheet**" has the meaning set forth in Section 6.01(u).

"**Community Real Properties**" has the meaning set forth in Section 4.21(a).

"**Community RSU**" has the meaning set forth in Section 3.03(a).

"**Community Shareholder Approval**" means the approval of the principal terms of this Agreement by the affirmative vote or requisite consent of a majority of the outstanding shares of Community Common Stock entitled to vote thereon at the Community Shareholder Meeting or any adjournment or postponement thereof.

"**Community Shareholder Meeting**" has the meaning set forth in Section 6.07(a).

"**Community Stock Plan**" has the meaning set forth in Section 3.03(a).

"**Confidentiality Agreement**" has the meaning set forth in Section 6.04(c).

"**Continuing Employees**" has the meaning set forth in Section 6.14(a).

"**Contract**" or "**Contracts** " means any agreement, lease, license, contract, insurance policy, note, mortgage, indenture, instrument, arrangement or other obligation.

"**Controlled Group Liability**" has the meaning set forth in Section 4.11(g).

"**CRA**" means the Community Reinvestment Act of 1977, as amended.

"**CRA Agreement**" has the meaning set forth in Section 4.09(l).

"**Credit Card** " means a card that may be used by the holder to purchase goods and services and to obtain cash advances through open-end revolving credit, commonly known as a credit or charge card.

"**Credit Card Account Agreement**" means an agreement (including related disclosure) between or on behalf of Community and a Person or Persons under which the Credit Card Accounts are established and Credit Cards are issued to or on behalf of such Person or Persons.

"**Credit Card Accounts**" means all accounts established by or on behalf of Community under which a purchase, cash advance or credit transaction may be or has been made by a Cardholder by means of a Credit Card.

"**Credit Card Associations**" means VISA U.S.A., Inc., VISA International Inc. and MasterCard International Incorporated.

"**D&O Insurance**" has the meaning set forth in Section 6.13(b).

"**Deposit Agreements**" has the meaning set forth in Section 4.25(c).

"**Deposit Insurance Fund**" means the Deposit Insurance Fund administered by the FDIC.

"**Derivative Transaction**" has the meaning set forth in Section 4.24.

"**Determination Date**" has the meaning set forth in Section 8.01(h).

"**Dissenting Share**" means any share of Community Common Stock that is owned by shareholders who have perfected and not withdrawn a demand for dissenters' rights pursuant to Chapter 13 of the CGCL.

"**Effective Time**" has the meaning set forth in Section 2.02(a).

"**Employee Benefit Plan**" has the meaning set forth in Section 4.11(a).

"**Environmental Laws**" has the meaning set forth in Section 4.17(a)

"**Equal Credit Opportunity Act**" means the Equal Credit Opportunity Act (15 U.S.C. Section 1691 et seq.), as amended.

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

"**ERISA Affiliate**" has the meaning set forth in Section 4.11(f).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Agent**" has the meaning set forth in Section 3.02(a).

"**Exchange Fund**" has the meaning set forth in Section 3.02(a).

"**Exchange Ratio**" has the meaning set forth in Section 3.01(a).

"**Excluded Shares**" has the meaning set forth in Section 3.01(c).

"**Fair Housing Act**" means the Fair Housing Act (420 U.S.C. Section 3601 et seq.), as amended.

"**FDIC**" means the Federal Deposit Insurance Corporation.

"**Federal Reserve Act**" means the Federal Reserve Act of 1913, as amended.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System.

"**Final Index Price**" has the meaning set forth in Section 8.01(h).

"**GAAP**" means generally accepted accounting principles in the United States, consistently applied over the period involved.

"**Governmental Authority**" means any federal, state or local court, tribunal, arbitral, governmental, administrative or regulatory authority (including any Regulatory Agencies), agency, commission, body or other governmental entity or instrumentality, and any stock exchange or industry self-regulatory organization.

"**Hazardous Substance**" has the meaning set forth in Section 4.17(g).

"**Home Mortgage Disclosure Act**" means the Home Mortgage Disclosure Act (12 U.S.C. Section 2801 et seq.), as amended.

"**Indemnified Party**" or "**Indemnified Parties**" has the meaning set forth in Section 6.13(a).

"**Index Ratio**" has the meaning set forth in Section 8.01(h).

"**Initial Index Price**" has the meaning set forth in Section 8.01(h).

"**Initial Parent Stock Price**" has the meaning set forth in Section 8.01(h).

"**Intellectual Property**" means any and all: (a) trademarks, service marks, brand names, collective marks, Internet domain names, logos, symbols, slogans, designs and other indicia of origin, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals for the foregoing, and all goodwill associated therewith and symbolized thereby; (b) patents and patentable inventions (whether or not reduced to practice), all improvements thereto, and all invention disclosures and applications therefor, together with all divisions, continuations, continuations-in-part, revisions, renewals, extensions, reexaminations and reissues in connection therewith; (c) confidential proprietary business information, Trade Secrets and know-how, including processes, schematics, business and other methods, technologies, techniques, protocols, formulae, drawings, prototypes, models, designs, unpatentable discoveries and inventions; (d) copyrights in published and unpublished works of authorship (including databases and other compilations of information), and all registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (e) other intellectual property rights.

"**Intellectual Property Registrations**" means all Community Owned Intellectual Property that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Investment Security**" means any equity security or debt security as defined in Accounting Standards Codification Topic 320.

"**IRS**" means the U.S. Internal Revenue Service.

"**Knowledge**" (a) with respect to Community, means (i) the actual knowledge of the persons set forth in Section 1.01 of the Community Disclosure Schedule and (ii) the knowledge that any such person in the preceding clause (a)(i) would be reasonably expected to obtain after making the same inquiry and exercising the same diligence that a reasonably prudent business person in the ordinary and usual course of the performance of his or her responsibilities would make and exercise; and (b) with respect to Parent, means (i) the actual knowledge of the persons set forth in Section 1.01(b) of the Parent Disclosure Schedule and (ii) the knowledge that any such person in the preceding clause (b)(i) would be reasonably expected to obtain after making the same inquiry and exercising the same diligence that a reasonably prudent business person in the ordinary and usual course of the performance of his or her responsibilities would make and exercise.

"**Law**" means any federal, state, foreign, or local law, statute, ordinance, rule, order, regulation, writ, injunction, directive, judgment, administrative interpretation, treaty, decree, administrative, judicial or arbitration decision and any other executive, legislative, regulatory or administrative proclamation or other requirement of any Governmental Authority.

"**Lease**" has the meaning set forth in Section 4.21(a).

"**Lien**" means any mortgage, deed of trust, easement, declaration, restriction, pledge, hypothecation, assignment, deposit arrangement, option, right of first refusal, equity interest, encumbrance, lien (statutory or other), preference, participation interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever relating to that property, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction to evidence any of the foregoing..

"**Loan**" has the meaning set forth in Section 4.26(a).

"**Material Contract**" has the meaning set forth in Section 4.16(a).

"**Materially Burdensome Regulatory Condition**" has the meaning set forth in Section 6.05(b).

"**Measurement Date**" means the last day of the month immediately preceding the month in which the Closing Date occurs; provided, however if the Closing Date occurs within the first ten (10) days of any month, the Measurement Date shall be the last day of the second month

immediately preceding the month in which the Closing Date occurs. As an example, and for avoidance of doubt, if the Closing Date occurs on July 8, 2018, the Measurement Date shall mean May 31, 2018.

"**Merger**" has the meaning set forth in the Recitals to this Agreement.

"**Merger Consideration**" has the meaning set forth in Section 3.01(a).

"**Monthly Financial Statements**" has the meaning set forth in Section 6.04(b).

"**Multiemployer Plan**" has the meaning set forth in Section 4.11(f).

"**Multiple Employer Plan**" has the meaning set forth in Section 4.11(f).

"**NASDAQ**" means the NASDAQ Global Select Market.

"Off-The-Shelf Licenses" means nonexclusive licenses or other Contracts entered into by Community for software or services that are generally commercially available on standard terms that require license, maintenance, support and other fees of less than $50,000 per year.

"**OFAC**" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"**Operating Loss**" means any individual loss resulting from cash shortages, lost or misposted items, disputed clerical and accounting errors, forged checks, payment of checks over stop payment orders, counterfeit money, wire transfers made in error, theft, robberies, defalcations, check kiting, fraudulent use of credit cards or electronic teller machines, any other fraudulent acts, civil money penalties, fines, litigation, claims, arbitration awards or other similar acts or occurrences.

"**OSHA**" has the meaning set forth in Section 4.21(b).

"**Outside Date**" has the meaning set forth in Section 8.01(b).

"**Parent**" has the meaning set forth in the Preamble to this Agreement.

"**Parent Articles**" means the articles of incorporation of Parent, as amended.

"**Parent Average Closing Price**" has the meaning set forth in Section 8.01(h).

"**Parent Board**" means the board of directors of Parent.

"**Parent Bylaws**" means the bylaws of Parent, as amended.

"**Parent Capitalization Date**" has the meaning set forth in Section 5.02(a).

"**Parent Common Stock**" means the common stock, no par value, of Parent.

"**Parent Disclosure Schedule**" means the schedule delivered by Parent to Community before the execution and entry into this Agreement which sets 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 this Agreement or to one or more covenants contained herein.

"**Parent Material Adverse Effect**" shall mean any fact, event, change, condition, occurrence, development, circumstance, effect or state of facts that:

(a) individually or in the aggregate, has been, or would reasonably be expected to be, materially adverse to the business, assets, deposit liabilities, results of operations or condition (financial or otherwise) of Parent and its Subsidiaries, in each case taken as a whole or (b) prevents, materially delays or materially impairs the ability of Parent and its Subsidiaries to perform its respective obligations under this Agreement to consummate the Merger; provided, however, that no fact, event, change, condition, occurrence, development, circumstance, effect or state of facts to the extent resulting from any of the following shall be considered in determining whether a Parent Material Adverse Effect has occurred or is in existence:

(i) changes, after the date hereof, in Laws, rules and regulations of general applicability, or of general applicability to banks, or interpretations thereof of general applicability, or of general applicability to banks, by Governmental Authorities, including any change in GAAP or regulatory accounting requirements,

(ii) changes in the economy or financial markets, generally, in the United States, or

(iii) changes in economic, business or financial conditions generally affecting the banking industry,

provided further, that the foregoing clauses (i), (ii) or (iii) shall not apply to the extent such fact, event, change, condition, occurrence, development, circumstance, effect, action, omission or state of facts of the type referred to therein, has a disproportionate impact on the business, assets, deposit liabilities, results of operations or condition (financial or otherwise) of Parent and its Subsidiaries compared to other comparable companies within the banking industry, in which case the disproportionate effect will be taken into account; or

(iv) any action taken by Parent or Citizens with Community's express written consent or any action taken by Parent or Citizens that Parent or Citizens was expressly required to take pursuant to the terms of this Agreement;

(v) any failure, in and of itself, by Parent to meet internal or other estimates, predictions, projections or forecasts for revenue, net income or any other measure of financial performance (except to the extent that, with respect to this clause (v), the facts or circumstances giving rise or contributing to failure to meet estimates, predictions, projections or forecasts, may be deemed to constitute or be taken into account in determining whether there has been, a Parent Material Adverse Effect, except toe the extent such facts or circumstances are themselves excepted from the definition of Parent Material Adverse Effect pursuant to any other clause of this definition);

(vi) the commencement of any litigation that was primarily the result of the

announcement or public disclosure of this Agreement and the transactions contemplated hereby; or

(vii) for purposes of the condition set forth in Section 7.02(a)(iii), those matters Previously Disclosed by Parent consistent with the standard set forth in Section 7.02(a)(iii) and based on the information on those matters provided on or prior to the date hereof.

"**Parent Preferred Stock**" means the preferred stock of Parent.

"**Parent SEC Reports**" has the meaning set forth in Section 5.05(b).

"**Parent Share Issuance**" means the issuance of shares of Parent Common Stock in the Merger pursuant to this Agreement.

"**Parent Shareholder Approval**" means the approval of the Parent Share Issuance by the affirmative vote or requisite consent of a majority of the outstanding shares of Parent Common Stock entitled to vote thereon at the Parent Shareholder Meeting or any adjournment or postponement thereof.

"**Parent Shareholder Meeting**" has the meaning set forth in Section 6.08.

"**Parties**" has the meaning set forth in the Preamble to this Agreement.

"**Permitted Encumbrances**" has the meaning set forth in Section 4.21(a).

"**Person**" means any individual, bank, corporation (including not-for-profit), joint-stock company, general or limited partnership, limited liability company, joint venture, estate, business trust, trust, association, organization, Governmental Authority or other entity of any kind or nature.

"**Previously Disclosed** " means, (a) when used with respect to Community, information set forth by Community in the applicable section of the Community Disclosure Schedule or any other section of the Community Disclosure Schedule (so long as it is reasonably apparent on its face from the context that the disclosure in such other paragraph of the Community Disclosure Schedule is also applicable to the section of this Agreement in question) and, (b) when used with respect to Parent, means (i) information set forth by Parent in the applicable section of the Parent Disclosure Schedule or any other section of the Parent Disclosure Schedule (so long as it is reasonably apparent on its face from the context that the disclosure in such other paragraph of its Parent Disclosure Schedule is also applicable to the section of this Agreement in question) or (ii) information disclosed in any report, schedule, form or other document filed with or furnished to the SEC (including the exhibits and other information incorporated therein) by Parent, as applicable, since December 31, 2016 but prior to the date hereof (excluding any disclosures set forth under the heading "Risk Factors" and in any section relating to forward-looking, safe harbor or similar statements or to any other disclosures in such reports to the extent they are cautionary, predictive, or forward-looking in nature).

"**Prospectus/Joint Proxy Statement**" has the meaning set forth in Section 6.06(a).

"**Registration Statement**" has the meaning set forth in Section 6.06(a).

"**Regulatory Agencies**" has the meaning set forth in Section 4.05(a).

"**Regulatory Agreement**" has the meaning set forth in Section 4.09(k).

"**Sanctioned Countries**" has the meaning set forth in Section 4.09(h).

"**Sanctions**" has the meaning set forth in Section 4.09(h).

"**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated thereunder.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Share**" and "**Shares**" has the meaning set forth in Section 3.01(a).

"**Stock Consideration**" has the meaning set forth in Section 3.01(a).

"**Subsidiary**" means, as to any Person, a corporation, limited liability company, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

"**Superior Proposal**" means an unsolicited bona fide written Acquisition Proposal that the Community Board concludes in good faith, after consultation with its financial advisors and legal advisors, taking into account all legal, financial, regulatory, shareholder approval risk and other aspects of the proposal and the Person making the proposal (including any break-up fees, expense reimbursement provisions and conditions to consummation), (a) is more favorable to the shareholders of Community, from a financial point of view, than the transactions contemplated by this Agreement (after taking into account all adjustments or modifications that Parent may propose pursuant to the terms hereof), (b) is not subject to any financing contingencies or, if financing is required, then such financing is reasonably committed to the third party making the Acquisition Proposal and is reasonably likely to be provided and (c) is reasonably likely to receive all required governmental approvals on a timely basis and otherwise reasonably capable of being completed on a timely basis on the terms proposed; provided that, for purposes of this definition of "Superior Proposal," the term "Acquisition Proposal" shall have the meaning assigned to such term in Section 6.09(a), except that each reference to "15%" in the definition of "Acquisition Proposal" shall be deemed to be a reference to "50%".

"**Surviving Corporation**" has the meaning set forth in the Recitals to this Agreement.

"**Takeover Laws**" has the meaning set forth in Section 4.10.

"**Tax**" (including, with correlative meanings, the terms "Taxes" and "Taxable") means (i) all federal, state, local and foreign taxes, charges, fees, customs, duties, levies or other

assessments, however denominated, including all net income, gross income, profits, gains, gross receipts, sales, use, value added, goods and services, capital, production, transfer, franchise, windfall profits, license, withholding, payroll, employment, disability, employer health, excise, estimated, severance, stamp, occupation, property, environmental, unclaimed property, unemployment, capital stock or any other taxes, charges, fees, customs, duties, levies or other assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions, and (ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of being a member of a consolidated, affiliated, unitary or combined group with any other Person at any time prior to and through the Effective Time.

"**Tax Returns**" means any return, amended return or other report (including elections, declarations, forms, disclosures, schedules, estimates and information returns) required to be filed with any taxing authority with respect to any Taxes including any documentation required to be filed with any taxing authority or to be retained in respect of information reporting requirements imposed by the Code or any similar foreign, state or local Law.

"**Termination Fee**" has the meaning set forth in Section 8.03(b).

"**TIB**" means The Independent Bankers' Bank.

"**Tier 1 Capital**" means the total, consolidated Tier 1 capital of Community as determined on the Measurement Date and calculated in the same manner as shown on Community's Call Report as filed with its primary banking regulator for the period ended December 31, 2017. For comparative purposes, the Tier 1 Capital as of December 31, 2017, as calculated in accordance with this definition, was $355.23 million

"**Tier 1 Capital Adjustment"** shall mean the product of (a) the positive difference if, any between $365,000,000 and Adjusted Tier 1 Capital; multiplied by (b) two and one-half (2.5). For avoidance of doubt, if Adjusted Tier 1 Capital is $363,000,000, the Tier 1 Capital Adjustment would be $5,000,000. If Adjusted Tier 1 Capital is greater than $365,000,000, there shall be no Tier 1 Capital Adjustment.

"**Total Loans**" means the average daily balance of Community's total loans held for investment for the month prior to and including the Measurement Date. Total Loans shall consist of those loans, and calculated in the same manner as shown on Schedule RC, Line 4(b) of Community's Call Report as filed with its primary banking regulator for the period ended December 31, 2017. For comparative purposes, the Total Loans as of December 31, 2017, as calculated in accordance with this definition, was $2.74 billion.

"Total Non-Interest Bearing Deposits" means the average daily balance of Community's non-interest bearing deposits for the month of and ending on the Measurement Date. Total Non-Interest Bearing Deposits shall consist of those deposits, and calculated in the same manner as, shown on Schedule RC, Line 13.a.1 of Community's Call Report as filed with its primary banking regulator for the period ended December 31, 2017. For comparative purposes, the Total Non-Interest Bearing Deposits as of December 31, 2017 (without taking into account daily average balances for the month), as calculated in accordance with this definition, was $1.177 billion.

"**Total Non-Interest Bearing Deposit Adjustment"** means the product of (a) 45.6% and (b) the positive difference, if any, between $1.1 billion and Total Non-Interest Bearing Deposits. For avoidance of doubt, if Total Non-Interest Bearing Deposits are $1.045 billion, the Total Non-Interest Bearing Deposit Adjustment would be equal to $25.08 million. If the Total Non-Interest Bearing Deposits are greater than $1.1 billion, there shall be no Total Non-Interest Bearing Deposit Adjustment.

"**Total Non-Maturity Deposits**" means the average daily balance of Community's non-maturity deposits for the month of and ending on the Measurement Date. Total Non-Maturity Deposits shall consist of those deposits, and calculated as (a) Total Deposits, less (b) time deposits (Schedule RC-E, Lines M.2.b., M.2.c., M.2.d.), less (c) total brokered deposits not included in time deposits (Schedule RC-E, Lines M.2.b., M.2.c., M.2.d.), less (d) deposits obtained through the use of deposit listing services that are not brokered deposits and not included in time deposits (Schedule RC-E, Lines M.2.b., M.2.c., M.2.d.), less (e) any deposits of commercial banks and other depository institutions in the U.S. that are not from deposit listing services, that are not brokered deposits and not included in time deposits (Schedule RC-E, Lines M.2.b., M.2.c., M.2.d.), and in the case of foregoing clauses (a), (b), (c), (d), and (e), calculated in the same manner as shown on (i) Schedule RC, Line 13.a., (ii) Schedule RC-E, Lines M.2.b., M.2.c., M.2.d., (iii) Schedule RC-E, Lines M.1.b., (iv) Schedule RC-E, Line M.1.f., and (v) Schedule RC-E, Line 4, respectively, of Community's Call Report as filed with its primary banking regulator for the period ended December 31, 2017, and, in each case, subject to adjustment for any changes in the Call Report format. For comparative purposes, the Total Non-Maturity Deposits as of December 31, 2017 (without taking into account daily average balances for the month), as calculated in accordance with this definition, was $2.276 billion.

"**Trade Secrets** " means any and all confidential proprietary business information, trade secrets, knowledge and know-how, including processes, schematics, business and other methods, technologies, techniques, protocols, formulae, drawings, prototypes, models, designs, customers and customer information, lists of customers, vendor, supplier and related information, list of vendors and suppliers, financial information, rate sheets, plans, concepts, strategies or products, unpatentable discoveries and inventions.

"**Transaction Costs**" means all expenses, costs and fees to be paid or incurred by Community (or any of its Affiliates or successors thereto) in connection with consummation of the transactions described herein.

"**Transaction Costs Adjustment**" means the positive difference, if any, between (a) the aggregate of the Transaction Costs identified on Section 1.01(a) of the Parent Disclosure Schedule that are incurred or paid by Community after January 1, 2018 and (ii) $6.0 million. If such Transaction Costs are less than $6.0 million, there shall be no Transaction Costs Adjustment.

"**USA PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (Pub. L. No. 107-56).

"**Volcker Rule**" means 12 U.S.C. § 1851 and the regulations promulgated by the Federal Reserve Board, the Office of the Comptroller of the Currency, the FDIC, the Commodity Futures Trading Commission and the SEC in connection therewith.

"**Voting Agreements**" has the meaning set forth in the Recitals to this Agreement.

"**Voting Debt**" has the meaning set forth in Section 4.02(a).

"**Withdrawal Liability**" has the meaning set forth in Section 4.11(f).

1.02 Rules of Interpretation; Construction Provisions. Unless the context otherwise requires:

(a) when a reference is made in this Agreement to Articles, Sections, Subsections, Exhibits or Schedules, such reference shall refer, respectively, to Articles, Sections, Subsections, Exhibits or Schedules of this Agreement, unless otherwise indicated;

(b) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation";

(d) the phrase "furnished" or "made available" in this Agreement shall mean that the information referred to has been made available if requested by the Party to whom such information is to be made available, including as posted in the respective Party's dataroom;

(e) the phrases "herein," "hereof," "hereunder" and words of similar import shall be deemed to refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular provision of this Agreement;

(f) references in the Agreement to any gender include the other gender;

(g) the word "day" means calendar day;

(h) the terms defined in the singular have a comparable meaning when used in the plural and *vice versa*;

(i) the term "dollars" and the symbol "$" mean United States Dollars;

(j) references in this agreement to the "United States" means the United States of America and its territories and possessions; and

(k) except as otherwise specifically provided herein, when calculating the period of time within which, or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference day in calculating such period shall be excluded. If the last day of the period is a non-Business Day, the period in question shall end on the next Business Day.

ARTICLE 2

THE MERGER

2.01 The Merger.

(a) **The Combination**. Upon the terms and subject to the conditions set forth in this Agreement, in accordance with the CGCL and the CFC, at the Effective Time, Community shall merge with and into Citizens, Citizens shall be the Surviving Corporation in the Merger and shall continue to exist as a California state-chartered bank under the Laws of the State of California and the separate corporate existence of Community shall cease.

(b) **Articles of Incorporation and Bylaws; Directors and Officers**. The Citizens Articles and Citizens Bylaws as in effect immediately prior to the Effective Time shall be those of the Surviving Corporation. The directors and officers of Citizens immediately prior to the Effective Time, together with one director appointed pursuant to Section 6.19, shall be the directors and officers of the Surviving Corporation, until such time as their successors shall be duly elected and qualified.

(c) **Effect of the Merger**. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the CGCL and CFC.

2.02 Effective Time; Closing Date.

(a) **Effective Time.** Subject to the terms and conditions of this Agreement, on or prior to the Closing Date, the Parties shall cause an Agreement of Merger in substantially the form attached hereto as Exhibit C (the "**Agreement of Merger**") to be certified by the California Secretary pursuant to §1103 of the CGCL and filed with the CDBO pursuant to §4887 of the CFC. The Merger provided for herein shall become effective at the time the Agreement of Merger has been filed with the CDBO, or such later time as may be agreed by the Parties and specified in the Agreement of Merger (the time the Merger becomes effective being the "**Effective Time**").

(b) **Closing Date**. The closing of the Merger (the "**Closing**") shall take place on the date when the Effective Time is to occur (the "**Closing Date**"). Subject to the satisfaction or waiver of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at the consummation of the Merger, but subject to the fulfillment or waiver of those conditions), the Parties shall cause the Effective Time to occur no later than the fifth (5th) Business Day after such satisfaction or waiver (except as the Parties may otherwise agree to in writing).

ARTICLE 3

CONSIDERATION; EXCHANGE PROCEDURES

3.01 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of any Person:

(a) **Outstanding Community Common Stock**. Subject to adjustment as provided in Section 8.01(h), each share of Community Common Stock (each, a "**Share**" and, collectively, "**Shares**"), excluding Excluded Shares and Dissenting Shares, issued and outstanding immediately prior to the Effective Time, shall become and be converted into the right to receive (i) the Cash Consideration and (ii) 9.4595 shares (the "**Exchange Ratio**") of Parent Common Stock (the "**Stock Consideration**" together with the Cash Consideration, the "**Merger Consideration**"), without interest thereon. At the Effective Time, all Shares (other than Excluded Shares and Dissenting Shares) shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented any Shares (a "**Certificate**") and each holder of a Share not represented by a Certificate (a "**Book-Entry Share**"), other than any Excluded Shares and Dissenting Shares, shall cease to have any rights with respect thereto, except the right to receive:

(i) the Merger Consideration; plus

(ii) any dividends or distributions to which the holder thereof has the right to receive pursuant to Section 3.02(d); plus

(iii) any cash in lieu of fractional shares which such holder has the right to receive pursuant to Section 3.02(e).

(b) **Outstanding Parent Common Stock and Citizens Common Stock**. Each share of Parent Common Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of Parent Common Stock and shall not be affected by the Merger. Each share of common stock of Citizens issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall automatically and for all purposes be deemed to represent one share of common stock of the Surviving Corporation.

(c) **Cancellation of Excluded Shares and Dissenting Shares**. (i) Any shares of Community Common Stock held by Parent or any direct or indirect wholly-owned Subsidiary of Parent or by Community or any direct or indirect wholly-owned Subsidiary of Community, other than those held in a fiduciary capacity or as a result of debts previously contracted ("**Excluded Shares**") and (ii) subject to Section 3.01(d), any Dissenting Shares shall automatically be cancelled and retired and shall cease to exist at the Effective Time of the Merger and no consideration shall be issued in exchange therefor.

(d) **Dissenting Shares**.

(i) No later than ten (10) days following the date that Community Shareholder Approval is received, Community or the Surviving Corporation shall provide each record holder of Community Common Stock entitled to vote on the Merger with a notice including the information set forth in Section 1301(a) of the CGCL.

(ii) Notwithstanding any provision of this Agreement to the contrary, no Dissenting Shares shall be converted into or represent a right to receive the applicable consideration for such shares set forth in this Agreement, if any, but the holder of such

Dissenting Shares shall only be entitled to such dissenters' rights as are granted by Chapter 13 of the CGCL. If a holder of shares of Community Common Stock who demands that Community purchase such shares under Chapter 13 of the CGCL shall thereafter effectively withdraw or lose (through failure to perfect or otherwise) such holders' dissenters' rights with respect to such shares of Community Common Stock then, as of the occurrence of such withdrawal or loss, each such share of Community Common Stock shall be deemed as of the Effective Time to have been converted into and represent only the right to receive, in accordance with this Section 3.01, the Merger Consideration for such shares set forth in this Article 3.

(iii) Community shall comply in all respects with the provisions of Chapter 13 of the CGCL with respect to the Dissenting Shares. Community shall give Parent (A) prompt notice of any demands for purchase of any such shares of Community Common Stock pursuant to Chapter 13 of the CGCL, attempted withdrawals of such demands and any other instruments served pursuant to Chapter 13 of the CGCL and received by Community in connection therewith and (B) the opportunity to direct all negotiations and proceedings with respect to purchase of any shares of Community Common Stock under Chapter 13 of the CGCL; provided that Parent shall act in a commercially reasonable manner in directing any such negotiations or proceedings. Community shall not, except with the prior written consent of Parent or as required by Law, voluntarily make any payment with respect to any demands for purchase of Community Common Stock or offer to settle or settle any such demands.

3.02 Exchange Procedures.

(a) **Exchange Agent; Exchange Fund**. At or prior to the Effective Time, Parent shall deposit, or shall cause to be deposited, with an exchange agent selected by Parent (the "**Exchange Agent**"), for the benefit of the holders of Shares (in each case, other than holders of Excluded Shares and Dissenting Shares):

(i) an amount in cash equal to:

(A) the Cash Consideration multiplied by the number of Shares (other than Excluded Shares and Dissenting Shares) issued and outstanding immediately prior to the Effective Time; plus

(B) any cash due in lieu of fractional shares pursuant to Section 3.02(e); and

(ii) evidence of shares in book-entry form representing the shares of Parent Common Stock in exchange for Shares outstanding immediately prior to the Effective Time, deliverable upon due surrender of the Certificates (or affidavits of loss in lieu thereof as provided in Section 3.02(g)) or, in the case of Book-Entry Shares, upon adherence to the procedures set forth in the transmittal materials, pursuant to the provisions of this Section 3.02; and

(iii) after the Effective Time, if applicable, any dividends or other distributions with respect to shares of Parent Common Stock (such amount in cash and certificates for shares of Parent Common Stock in the foregoing clauses (i), (ii) and (iii) being hereinafter referred to as the "**Exchange Fund**").

(b) **Community Notice**. Community shall notify Parent in writing prior to the Effective Time of the number of Shares, Excluded Shares and, to the extent practicable, Dissenting Shares outstanding immediately prior to the Effective Time, and shall cause Community's transfer agent to deliver to the Exchange Agent on or prior to the Closing Date a list of the holders of Community Common Stock and number of shares of Community Common Stock held by each such holder in a format that is reasonably acceptable to the Exchange Agent and otherwise reasonably cooperate with the Exchange Agent.

(c) **Exchange Procedures**.

(i) Promptly after the Effective Time (and in any event within five (5) Business Days thereafter), Parent shall cause the Exchange Agent to mail to each holder of record of Shares (other than holders of Excluded Shares and Dissenting Shares) notice advising such holders of the effectiveness of the Merger, including appropriate transmittal materials specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or affidavits of loss in lieu thereof, as provided in Section 3.02(g)) and instructions for surrendering the Certificates (or affidavits of loss in lieu thereof) to the Exchange Agent (such materials and instructions to include customary provisions with respect to delivery of an "agent's message" with respect to Book-Entry Shares and to be in such form and have such provisions as Parent and Community may reasonably agree).

(ii) Upon the surrender of a Certificate (or affidavits of loss in lieu thereof as provided in Section 3.02(g)) or Book-Entry Shares to the Exchange Agent in accordance with the terms of such transmittal materials, the holder of such Certificate or Book-Entry Shares shall be entitled to receive in exchange therefor:

(A) a certificate (or evidence of shares in book-entry form, as applicable) representing that number of whole shares of Parent Common Stock that such holder is entitled to receive pursuant to this Section 3.02; and

(B) a check in the amount (after giving effect to any required Tax withholdings as provided in Section 3.02(h)) equal to (1) the Cash Consideration that such holder is entitled to receive pursuant to Section 3.01; plus (2) any cash in lieu of fractional shares; plus (3) any unpaid non-stock dividends and any other dividends or other distributions that such holder has the right to receive pursuant to the provisions of Section 3.02(d).

(iii) The Certificate or Book-Entry Shares so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates or Book-Entry Shares.

(iv) In the event of a transfer of ownership of Shares that is not registered in the transfer records of Community, a certificate representing the proper number of shares of Parent Common Stock, together with a check for any cash to be paid upon due surrender of the Certificate, may be issued and/or paid to such a transferee if the Exchange Agent is presented with the Certificate formerly representing such Shares and/or all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer Taxes have been paid or are not applicable.

(v) After the Effective Time, there shall be no transfers on the stock transfer books of Community of the shares of Community Common Stock that were issued and outstanding immediately prior to the Effective Time other than to settle transfers of such Community Common Stock that occurred prior to the Effective Time. If, after the Effective Time, Certificates or Book-Entry Shares representing any such shares of Community Common Stock are presented for transfer to the Exchange Agent, they shall be cancelled and exchanged for the applicable Merger Consideration and any cash in lieu of fractional shares of Parent Common Stock to be issued or paid in consideration therefor in accordance with the procedures set forth in this Article 3.

(d) **Distributions with Respect to Unexchanged Shares; Voting**. All shares of Parent Common Stock to be issued pursuant to the Merger shall be deemed issued and outstanding as of the Effective Time and if a dividend or other distribution is declared by Parent in respect of the Parent 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 Parent Common Stock shall be paid to any holder of any unsurrendered Certificate or Book-Entry Shares until such Certificate (or affidavit of loss in lieu thereof as provided in Section 3.02(g)) or Book-Entry Shares are surrendered for exchange in accordance with Section 3.02(c). Subject to the effect of applicable Laws, following surrender of any such Certificate (or affidavit of loss in lieu thereof as provided in Section 3.02(g)) or Book-Entry Shares, there shall be issued and/or paid to the holder of the certificates representing whole shares of Parent Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole shares of Parent Common Stock and not paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such whole shares of Parent Common Stock with a record date after the Effective Time but with a payment date subsequent to surrender.

(e) **Fractional Shares**. Notwithstanding any other provision of this Agreement, no fractional shares of Parent Common Stock will be issued and any holder of Shares entitled to receive a fractional share of Parent Common Stock but for this Section 3.02(e) shall be entitled to receive a cash payment in lieu thereof (rounded to the nearest cent), which payment shall be determined by multiplying (i) the Parent Average Closing Price by (ii) the fraction of the share (rounded to the nearest thousandth when expressed in decimal form) of Parent Common Stock which such holder would otherwise be entitled to receive pursuant to Section 3.01(a).

(f) **Termination of Exchange Fund**. Any portion of the Exchange Fund that remains unclaimed by the shareholders of Community as of the nine (9) month anniversary of the Effective Time will be transferred to Parent. In such event, any former shareholders of Community who have not theretofore complied with this Article 3 shall thereafter look only to Parent with respect to the Merger Consideration, any cash in lieu of any fractional shares, and any unpaid dividends and distributions on the Parent Common Stock deliverable in respect of each share of Community Common Stock such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. Notwithstanding the foregoing, none of Parent, the Surviving Corporation, the Exchange Agent or any other Person shall be liable to any

former holder of shares of Community Common Stock for any amount delivered in good faith 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 Parent, the posting by such Person of a bond in customary amount as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the shares of Parent Common Stock and any cash, unpaid dividends or other distributions that would be payable or deliverable in respect thereof pursuant to this Agreement had such lost, stolen or destroyed Certificate been surrendered.

(h) **Withholding Rights**. Each of Parent and the Surviving Corporation shall be entitled to deduct and withhold from the Merger Consideration otherwise payable pursuant to this Agreement to any holder of Shares such amounts as it determines is required to deduct and withhold with respect to the making of such payment under the Code or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by the Surviving Corporation or Parent, as the case may be, such withheld amounts (i) shall be remitted by Parent or the Surviving Corporation to the applicable Governmental Authority, and (ii) 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 the Surviving Corporation or Parent, as the case may be. In the event Parent or the Surviving Corporation determine it must deduct and withhold with respect to the payment of Parent Common Stock hereunder, Parent or the Surviving Corporation, as the case may be, shall be entitled to satisfy such withholding first out of any Cash Consideration otherwise payable to the Person with respect to which such withholding is being made.

(i) **Adjustments**. Notwithstanding anything in this Agreement to the contrary, if, between the date of this Agreement and the Effective Time, the issued and outstanding Shares or securities convertible or exchangeable into or exercisable for Shares or the issued and outstanding shares of Parent Common Stock or securities convertible or exchangeable into or exercisable for shares of Parent Common Stock, shall have been changed into a different number of shares or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, redenomination, merger, issuer tender or exchange offer, or other similar transaction, then the Exchange Ratio and the Merger Consideration shall be equitably adjusted and as so adjusted shall, from and after the date of such event, be the Exchange Ratio and the Merger Consideration, respectively, for purposes of this Agreement.

3.03 Treatment of Equity Awards.

(a) **Community RSUs**. At the Effective Time, any vesting conditions applicable to each outstanding restricted stock unit (a "**Community RSU**") under the Community's 2016 Stock Incentive Plan, as amended (the "**Community Stock Plan**") shall, automatically and without any required action on the part of the holder thereof, accelerate in full and such Community RSU shall be converted into, and become exchanged for, the Merger Consideration (less applicable Taxes required to be withheld with respect to such vesting, which

Tax withholding may, at the election of the holder, be effected by deduction first from the Cash Consideration and, if insufficient, then from the Stock Consideration equal to such number of shares of Parent Common Stock having a fair market value, based on the closing price of shares of Parent Common Stock quoted on NASDAQ for the Closing Date, equal to the amount of Taxes to be withheld), pursuant to Section 3.01(a).

(b) **Community Actions**. At or prior to the Effective Time, the Community Board shall adopt any resolutions and take any actions that are necessary to effectuate the treatment of the Community RSUs pursuant to Section 3.03(a). Community shall take all actions that are necessary to ensure that from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver shares of Community Common Stock or other capital stock of Community to any Person pursuant to or in settlement of Community RSUs.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF COMMUNITY

Except as Previously Disclosed, Community hereby represents and warrants to Parent and Citizens as follows:

4.01 Corporate Organization.

(a) **Organization**. Community is a California state-chartered commercial bank duly incorporated and validly existing under the laws of the State of California. Community is duly authorized by the CDBO to conduct the business of a commercial bank under the CFC. Community has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Community is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so qualified would not reasonably be expected, individually or in the aggregate to have a Community Material Adverse Effect. The deposit accounts of Community are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by Law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or, to the Knowledge of Community, threatened.

(b) **Articles and Bylaws**. True, complete and correct copies of the Community Articles and the Community Bylaws, as in effect as of the date of this Agreement, have been made available to Parent. The Community Articles and the Community Bylaws made available to Parent are in full force and effect.

(c) **Subsidiaries**. Section 4.01(c) of the Community Disclosure Schedule sets forth a list of all Subsidiaries of Community (which, for the avoidance of doubt, includes any Subsidiaries of such Subsidiaries), the ownership interest of Community in each such Subsidiary, as well as the ownership interest of any other Person or Persons in each such Subsidiary, and a description of the business of each Subsidiary (or, in the case of a Subsidiary that Community considers to be "inactive," a statement to that effect and a description of the business previously conducted by such Subsidiary). Each Subsidiary of Community (i) is duly

incorporated or duly formed, as applicable to each such Subsidiary, and validly existing and in good standing under the Laws of its jurisdiction of organization, (ii) has the requisite corporate (or similar) power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted and, (iii) except as would not reasonably be expected, individually or in the aggregate, to have a Community Material Adverse Effect, is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary. There are no restrictions on the ability of any Subsidiary of Community to pay dividends or distributions to Community, except, in the case of a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all such regulated entities. True, complete and correct copies of the articles of incorporation, bylaws and similar governing documents of each Subsidiary of Community as in full force and effect as of the date of this Agreement have been provided to Parent. Other than the Subsidiaries of Community listed on Section 4.01(c) of the Community Disclosure Schedule, Community does not, directly or indirectly, beneficially own any equity securities or similar interests of any entity or any interests of any entity or any interest in a partnership or joint venture of any kind.

4.02 Capitalization.

(a) The authorized capital stock of the Community consists of thirty million (30,000,000) shares of Community Common Stock and two million (2,000,000) shares of Community Preferred Stock. As of the date of this Agreement (the "**Community Capitalization Date**"), 3,134,094.4 shares of the Community Common Stock were issued and outstanding and no Community RSUs are outstanding and no shares of the Community Common Stock were otherwise reserved for issuance and no other equity-based awards or rights are outstanding, except for (i) 35,890 shares of Community Common Stock subject to outstanding Community RSUs were outstanding and (ii) 214,110 shares of the Community Common Stock were reserved and available for issuance pursuant to future awards under the Community Stock Plan. As of the Community Capitalization Date, no shares of Community Preferred Stock were issued and outstanding and no shares of Community Preferred Stock were reserved for issuance. All of the issued and outstanding shares of the Community Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. As of the Community Capitalization Date, there are no outstanding dividends, whether current or accumulated, due or payable on any of the capital stock of the Community, other than the regular cash dividend of $0.50 per share declared on January 25, 2018 to shareholders of record of Community Common Stock on February 26, 2018. No bonds, debentures, notes or other indebtedness of Community or any of its Subsidiaries having the right to vote on any matters on which shareholders of Community may vote ("**Voting Debt**") are issued or outstanding. There are no contractual obligations of Community or any of its Subsidiaries (i) to repurchase, redeem or otherwise acquire any shares of capital stock of Community or any equity security of Community or its Subsidiaries or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of Community or its Subsidiaries or (ii) pursuant to which Community or any of its Subsidiaries is or could be required to register shares of Community capital stock or other securities under the Securities Act. Except for the Voting Agreements, there are no voting trusts or other voting agreements or understandings to which Community, any Subsidiary of Community or, to the Knowledge of Community, any of their respective officers or directors, is a party with respect to the voting of any Community

Common Stock, Voting Debt or other equity securities of Community. Except pursuant to this Agreement and the Community RSUs, Community does not have and is not bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of the capital stock of Community, Voting Debt of Community or any other equity securities of Community. Section 4.02(a) of the Community Disclosure Schedule sets forth a true and complete list of all Community RSUs, outstanding as of Community Capitalization Date, specifying on a holder-by-holder basis (i) the name of such holder, (ii) the number of shares subject to each such award, (iii) as applicable, the grant date of each such award, and (iv) as applicable, the vesting schedule of each such award.

(b) Except as disclosed in Section 4.02(a), since the Community Capitalization Date, Community has not (i) issued or repurchased any shares of the Community Common Stock, Voting Debt or other equity securities of Community, or (ii) issued or awarded any options, stock appreciation rights, restricted shares, restricted stock units, deferred equity units, awards based on the value of Community capital stock or any other equity-based awards. With respect to each grant of the Community RSUs, (i) each such grant was made in accordance with the terms of the Community Stock Plan and all applicable Laws and (ii) each such grant was properly accounted for in accordance with generally accepted accounting principles in the United States applied to banks or banking holding companies for the applicable period(s) in the financial statements (including the related notes) of Community in accordance with all applicable Laws. Except as Previously Disclosed, from January 1, 2017 through the date of this Agreement, neither Community nor any of its Subsidiaries has (i) accelerated the vesting of or lapsing of restrictions with respect to any stock-based compensation awards or long-term incentive compensation awards, (ii) with respect to executive officers of Community or its Subsidiaries, entered into or amended any employment, severance, change of control or similar agreement (including any agreement providing for the reimbursement of excise taxes under Section 4999 of the Code) or (iii) adopted or amended any Community stock plan.

(c) All of the issued and outstanding shares of capital stock or other equity ownership interests of each Subsidiary of Community are owned by Community, directly or indirectly, free and clear of any Liens, and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. No Subsidiary of Community has or is bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of such Subsidiary.

4.03 Authority; No Violation.

(a) Community has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved and this Agreement duly adopted by the Community Board. The Community Board has determined that the Merger, on the terms and conditions set forth in this Agreement, is in the best interests of Community and its shareholders and has directed that this Agreement and the transactions contemplated hereby be submitted to Community's

shareholders for approval at a duly held meeting of such shareholders and has adopted a resolution to the foregoing effect. Except for the Community Shareholder Approval, no other corporate proceedings on the part of Community are necessary to approve this Agreement or to consummate the Merger or the other transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Community and (assuming due authorization, execution and delivery by Parent) constitutes the valid and binding obligation of Community, enforceable against Community in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, receivership, conservatorship, or similar Laws of general applicability relating to or affecting the rights of creditors generally and those of a depository institution insured by the FDIC and subject to general principles of equity (the "**Bankruptcy and Equity Exception**")).

(b) Neither the execution and delivery of this Agreement by Community, nor the consummation by Community of the Merger or the other transactions contemplated hereby, nor compliance by Community with any of the terms or provisions of this Agreement, will (i) violate any provision of the Community Articles, the Community Bylaws, or similar documents of Community's Subsidiaries or (ii) assuming that the consents, approvals and filings referred to in Section 4.04 are duly obtained and/or made, (A) violate in any material respects any Law applicable to Community, any of its Subsidiaries or any of their respective properties or assets or (B) violate or conflict with in any material respect, result in a material breach of any provision of or the loss of any material benefit under, constitute a material default (or an event that, with notice or lapse of time, or both, would constitute a material default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Community or any of its Subsidiaries under, any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, deed of trust, license, lease, franchise, permit, Contract, or other instrument or obligation to which Community or any of its Subsidiaries is a party or by which any of them or any of their respective properties or assets is bound, except with respect to clause (ii)(B) for any such violations conflict, breach, default, termination, cancellation , acceleration, or creation as would not reasonably be expected, individually or in the aggregate, to have a Community Material Adverse Effect.

4.04 Consents and Approvals. Except for (a) the filing by Parent with the SEC of the Registration Statement on Form S-4 that includes the Prospectus/Joint Proxy Statement, and declaration of effectiveness of the Registration Statement, (b) filings of applications or notices with, and approvals or waivers by, the Federal Reserve Board, the FDIC, the CDBO or FINRA, as may be required, and (c) the filing of the Agreement of Merger certified by the California Secretary pursuant and filed with the CDBO in accordance with Section 2.02(a), no consents or approvals of or filings or registrations with any Governmental Authority are required to be made or obtained by Community in connection with the execution, delivery and performance by Community of this Agreement or to consummate the Merger and the other transactions contemplated by this Agreement.

4.05 Reports.

(a) Community and each of its Subsidiaries have timely filed all reports, registrations, statements and certifications (including all Call Reports), together with any

amendments required to be made with respect thereto (collectively, "**Community Filings**") that they were required to file since January 1, 2016 with (i) the FDIC, (ii) the CDBO and any other state banking or other state regulatory authority, (iii) the Federal Reserve, (iv) the U.S. Small Business Administration, (v) any other federal, state or foreign regulatory authority and (vi) any applicable industry self-regulatory organizations (collectively, "**Regulatory Agencies**") and with each other applicable Governmental Authority, and all other reports and statements required to be filed by them since January 1, 2016, including any report or statement required to be filed pursuant to the Laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency or other Governmental Authority, have paid all fees and assessments due and payable in connection therewith, and there are no violations or exceptions in any such report or statement that are unresolved as of the date hereof except as set forth in the Community Disclosure Schedule As of their respective dates, each of such Community Filings (i) complied in all material respects with all Laws and regulations enforced or promulgated by the Governmental Authority with which it was filed (or was amended so as to be in compliance promptly following discovery of any such noncompliance) and (ii) did not contain any untrue statement of a material fact. Community has made available to Parent true and correct copies of all such Community Filings, including its Call Report for the period ending December 31, 2017. Each Call Report of Community since January 1, 2016 fairly presents, in all material respects, the financial position of Community and the results of its operations at the date and for the period indicated in conformity with the Instructions for the Preparation of Call Reports as promulgated by applicable Governmental Authorities.

(b) Community is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of FINRA with respect to the quotation of the Community Common Stock on the OTC Bulletin Board—Pink.

4.06 Financial Statements.

(a) Community has made available to Parent correct and complete copies of (i) the audited balance sheets of Community as of December 31, 2014, 2015, and 2016 and the related audited statements of income, shareholders' equity and cash flows for the years ended December 31, 2014, 2015, and 2016 ("**Community Audited Financial Statements**"), (ii) an unaudited balance sheet of Community as of December 31, 2017, and the related unaudited statements of income, shareholders' equity and cash flows for the period ended December 31, 2017 (the "**Community Interim Financial Statements**"), and (iii) the Call Report (including the financial statements therein) filed by Community for the period ended December 31, 2017. The Community Audited Financial Statements, the Community Interim Financial Statements, the financial statements contained in the Call Report filed by Community for the period ended December 31, 2017 and any other Call Report filed by Community after the date hereof, and the Monthly Financial Statements and 2017 Audited Financial Statements to be delivered by Community to Parent and Citizens pursuant to Section 6.04(b) are referred to herein, individually, as a "**Community Financial Statement**" and, collectively, as the "**Community Financial Statements**". Community has also made available to Parent true, correct and complete copies of each management letter or other letter delivered to Community or any of its Subsidiaries by RSM US LLP in connection with the Community Audited Financial Statements or relating to any review of the internal controls of Community or any of its subsidiaries since December 31, 2014. Each of the Community Financial Statements (i) fairly presents in all

material respects or will fairly present in all material respects the consolidated financial condition of Community and its Subsidiaries, respectively, as of the respective dates indicated and their respective consolidated results of operations and statements of cash flows, for the respective periods then ended, subject, in the case of the Community Interim Financial Statements and the Monthly Financial Statements, to normal recurring adjustments that are not material; (ii) has been or will be prepared in accordance with GAAP and/or applicable regulatory accounting principles or banking regulations consistently applied (except as otherwise indicated therein); (iii) sets forth or will set forth as of the respective dates indicated adequate reserves for loan losses and other contingencies; and (iv) is or will be based upon the books and records of Community and its Subsidiaries. To Community's Knowledge, there will be no negative discrepancy between and among the Community Interim Financial Statements, the financial statements included in the Call Report filed by Community for the period ended December 31, 2017, and the 2017 Audited Financial Statements.

(b) The books and records of Community and its Subsidiaries have been maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements and reflect only actual transactions. As of the date hereof, RSM US LLP has not resigned (or informed Community that it intends to resign) or been dismissed as independent public accountants of Community as a result of or in connection with any disagreements with Community on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(c) Except as Previously Disclosed in Section 4.06(c) of the Community Disclosure Schedule, neither Community nor any of its Subsidiaries has incurred any liability or obligation of any nature whatsoever (whether absolute, accrued, contingent, determined, determinable or otherwise and whether due or to become due), except for (i) those liabilities that are reflected or reserved against on the consolidated balance sheet of Community included in the Community Interim Financial Statements (including any notes thereto), and (ii) liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2017, or in connection with this Agreement and the transactions contemplated hereby.

(d) Since January 1, 2015, (i) neither Community nor any of its Subsidiaries, nor, to its Knowledge, any director, officer, employee, auditor, accountant or representative of Community or any of its Subsidiaries, has received or otherwise obtained Knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Community or any of its Subsidiaries or its internal accounting controls, including any complaint, allegation, assertion or claim that Community or any of its Subsidiaries, or any of its directors, officers or employees, has engaged in questionable accounting or auditing practices or fraudulent practices, and (ii) to Community's Knowledge, no attorney representing Community or any of its Subsidiaries, whether or not employed by Community or any of its Subsidiaries, has reported evidence of a violation of securities Laws, breach of fiduciary duty or similar violation, by Community or any of its Subsidiaries, or any of their respective officers, directors, employees or agents to the Community Board or any committee thereof or to any director or officer of Community or any of its Subsidiaries.

(e) Except as Previously Disclosed on Section 4.06(e) of the Community Disclosure Schedule, neither Community nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among Community or any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off-balance sheet arrangement").

4.07 Broker's Fees. Neither Community nor any of its Subsidiaries nor, to Community's Knowledge, any of their respective officers, directors, employees or agents has utilized any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or any other transactions contemplated by this Agreement, other than to D.A. Davidson & Co. pursuant to a letter agreement, a true, complete and correct copy of which has been previously delivered to Parent, and subject to the limits set forth in Section 7.03(e)(ii).

4.08 Absence of Changes. Since January 1, 2017:

(a) Community and its Subsidiaries have conducted their respective businesses only in the ordinary and usual course of the businesses consistent with past practices;

(b) no damage, destruction or other casualty loss (whether or not covered by insurance) that may involve a loss of more than $100,000 has been experienced by Community or any of its Subsidiaries to Community's Knowledge;

(c) there has been no direct or indirect redemption, purchase or other acquisition by Community or any of its Subsidiaries of any equity securities and no declaration, setting aside or payment of any dividend or other distribution on or in respect of any Community Common Stock, whether consisting of money other personal property, real property or other things of value other than a dividend of $.50 per share payable on each share of Community Common Stock declared on January 26, 2017 for shareholders of record as of February 13, 2017, April 27, 2017 for shareholders of record as of May 15, 2017, July 28, 2017 for shareholders of record as of August 15, 2017, October 26, 2017 for shareholders of record as of November 15, 2017 and declared as of January 25, 2018 for shareholders of record as of February 12, 2018; and

(d) no event, change or development or combination of changes or developments has occurred that have had or would reasonably be expected to have either individually or in the aggregate, a Community Material Adverse Effect.

4.09 Compliance with Applicable Law.

(a) Community and each of its Subsidiaries hold, and have at all times since January 1, 2015 held, all licenses, franchises, permits and authorizations from Governmental Authorities which are necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to applicable Law (and have paid all fees and assessments due and payable in connection therewith) and, to the Knowledge of Community, no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened.

(b) Since January 1, 2015 Community and each of its Subsidiaries have complied in all material respects with, and are not in default or violation of,

(i) any applicable Law, including all Laws related to data protection or privacy, the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the CRA, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Truth in Savings Act, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, the Flood Disaster Protection Act, the Military Lending Act, the Servicemembers Civil Relief Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Volcker Rule, any regulations promulgated by the Consumer Financial Protection Bureau, the U.S. Small Business Administration, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, the California Business and Professions Code, the California Financial Code and any other Law relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all legal requirements relating to the origination, sale and servicing of loans, and

(ii) any posted or internal privacy policies relating to data protection or privacy, including without limitation, the protection of personal information.

(c) Neither Community nor any of its Subsidiaries has Knowledge of, or has received from a Governmental Authority since January 1, 2015, written notice of, any defaults or violations of any applicable Law relating to Community or any of its Subsidiaries.

(d) To the Knowledge of Community, neither Community nor any of its Subsidiaries has engaged in any unfair, deceptive or abusive acts or practices in violation of applicable Law, including the rules promulgated by the Consumer Financial Protection Bureau, and there are no allegations, claims or disputes to which Community or any of its Subsidiaries is a party that allege, or to the Knowledge of Community, no Person has threatened or threatens to allege, that Community or any of its Subsidiaries has engage in any unfair, deceptive or abusive acts or practices in violation of applicable Law, including the rules promulgated by the Consumer Financial Protection Bureau.

(e) Since January 1, 2015, to the Knowledge of Community, there do not exist any facts or circumstances that would cause Community or any of its Subsidiaries to be deemed to be operating in violation in any material respect of the Bank Secrecy Act, the USA PATRIOT Act, any order issued with respect to anti-money laundering by OFAC, or any other applicable anti-money laundering Law, as well as the provisions of the Bank Secrecy Act/anti-money laundering program adopted by Community or its Subsidiaries. The Community Board has adopted and implemented a Bank Secrecy Act/anti-money laundering program that, to Community's Knowledge, also meets the applicable requirements of the USA PATRIOT Act and the regulations thereunder, and Community has not received written notice from any Governmental Authority that such program has been deemed ineffective in meeting the four pillars requirements: (1) development of internal policies, procedures and related controls, (2) designation of a BSA Officer, (3) thorough and ongoing training, and (4) independent review for

compliance. Each of Community and its Subsidiaries has complied in all material respects with any requirements to file reports and other necessary documents as required by the USA PATRIOT Act and the regulations thereunder.

(f) To the Knowledge of Community, there do not exist any facts or circumstances that would cause Community or any of its Subsidiaries to be deemed not to be in satisfactory compliance in any material respect with the applicable privacy of customer information requirements contained in any federal and state privacy Laws, including without limitation, in Title V of the Gramm-Leach-Bliley Act of 1999 and the regulations promulgated thereunder, as well as the provisions of the information security program adopted by Community and its Subsidiaries. To Community's Knowledge, since January 1, 2015, no non-public customer information has been disclosed to or accessed by an unauthorized third party in a manner that would cause Community or any of its Subsidiaries to undertake any remedial action. No claims are pending and, to its Knowledge, no claims have been asserted or threatened against Community or any of its Subsidiaries or are likely to be asserted or threatened against Community or any of its Subsidiaries by any Person alleging a violation of such Person's privacy, personal or confidentiality rights under any such Laws, policies or procedures. With respect to all personal information described herein, Community has taken, to Community's Knowledge, all steps reasonably necessary (including implementing and monitoring compliance with measures with respect to technical and physical security) to protect the information in a manner consistent in all material respects with the Laws, policies or procedures referred to herein.

(g) Neither Community nor any of its Subsidiaries, nor, to the Knowledge of Community, any of their respective directors, officers, agents, employees or any other Persons acting on their behalf, (i) has violated the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1 et seq., as amended, or any other similar applicable foreign, federal or state legal requirement, (ii) has made or provided, or caused to be made or provided, directly or indirectly, any payment or thing of value to a foreign official, foreign political party, candidate for office or any other Person while knowing or having a reasonable belief that the Person will pay or offer to pay the foreign official, party or candidate, for the purpose of influencing a decision, inducing an official to violate their lawful duty, securing an improper advantage, or inducing a foreign official to use their influence to affect a governmental decision, (iii) has paid, accepted or received any unlawful contributions, payments, expenditures or gifts in connection with the business conducted by Community, (iv) has violated or operated in noncompliance with any export restrictions, money laundering Law, anti-terrorism Law or regulation, anti-boycott regulations or embargo regulations or (v) is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

(h) None of Community, any of its Subsidiaries or, to the Knowledge of Community, any director, officer, agent, employee, Affiliate or other Person on behalf of Community or its Subsidiaries, is (a) engaged in any services (including financial services), transfers of goods, software or technology, or any other business activity related to (i) Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of Ukraine claimed by Russia (the "**Sanctioned Countries**"), (ii) the government of any Sanctioned Country, (iii) any Person located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (iv) any Person made subject of any sanctions administered or

enforced by the United States Government, including, without limitation, OFAC's list of Specially Designated Nationals, or by the United Nations Security Council, the European Union, the United Kingdom's Office of Financial Sanctions Implementation (Her Majesty's Treasury), or other relevant sanctions authority (collectively, "**Sanctions**"), (b) engaged in any transfers of goods, technologies or services (including financial services) that may assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States Law, (c) is a Person currently the subject of any Sanctions or (d) located, organized or resident in any Sanctioned Country.

(i) Neither Community nor any of its Subsidiaries:

(i) provides investment management, investment advisory or sub-advisory services to any person, including management and advice provided to separate accounts and participation in wrap fee programs, and that is required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended; or

(ii) is, or is required to be registered as, a broker-dealer, a commodity trading advisor, commodity pool operator, futures commission merchant or introducing broker under any applicable Laws.

(j) To the Knowledge of Community, Community does not accept deposits from, has not originated any Loan to and does not otherwise transact business with any Person engaged in the manufacture, production, distribution, sale, or other dispensation of marijuana. To the Knowledge of Community, no borrower under any Loan (i) is engaged in the manufacture, production, distribution, sale or other dispensation of marijuana or (ii) leases any assets to any Person engaged in the manufacture, production, distribution or dispensation of marijuana. To the Knowledge of Community, Community has timely and properly filed all mandatory Suspicious Activity Reports related to marijuana and has complied with applicable guidance related to marijuana banking from any Governmental Entity.

(k) Except as Previously Disclosed, neither Community nor any of its Subsidiaries is subject to any cease-and-desist or other order or other enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty or other fines by, or has received any supervisory letter from, or has adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Authority (each, a "**Regulatory Agreement**"), nor has Community or any Community Subsidiary been advised since January 1, 2015 by any Governmental Authority that it is considering issuing, initiating, ordering or requesting any such Regulatory Agreement. To Community's Knowledge,, Community and each of its Subsidiaries are in compliance with each Regulatory Agreement to which it is party or subject, and neither Community nor any of its Subsidiaries has received any notice from any Governmental Authority indicating that either Community or any of its Subsidiaries is not in compliance with any such Regulatory Agreement. There is no unresolved violation, criticism or exception by any Governmental Authority with respect to, nor is there any unpaid civil money penalty, fine, restitution or other amounts otherwise due and payable under, any Regulatory Agreement.

(l) As of December 31, 2017, Community is "well-capitalized" (as that term is defined in the relevant FDIC regulations).

(m) Except as Previously Disclosed, Community is in compliance in all material respect with the applicable provisions of the CRA and the regulations promulgated thereunder. Except as Previously Disclosed, Community has not received a CRA rating of less than "satisfactory" in any of its three (3) most recently completed exams. Community has no Knowledge that its compliance under the CRA should constitute grounds for either the denial by any Governmental Authority of any application to consummate the transactions contemplated by this Agreement or the imposition of a materially burdensome condition in connection with the approval of any such application, or the existence of any fact or circumstance or set of facts or circumstances which would reasonably be expected to result in Community having its current rating lowered. Except as Previously Disclosed, (i) neither Community nor any of its Subsidiaries is subject to any agreement, undertaking, order, directive, liability, or any other commitment or obligation with any Governmental Authority or any other Persons (including any third party group representing community interests) regarding or otherwise relating to Community's policies, practices or relations with customers, vendors or clients or any other CRA-related matter (each, a "**CRA Agreement**"), (ii) neither Community nor any of its Subsidiaries has been advised since January 1, 2015 by any Governmental Authority or other Persons that it is considering issuing, initiating, ordering, or requesting, as applicable, any such CRA Agreement; (iii) Community and each of its Subsidiaries are in compliance with each CRA Agreement to which it is party or subject, and neither Community nor any of its Subsidiaries has received any notice from any Governmental Authority or other Persons indicating that either Community or any of its Subsidiaries is not in compliance with any such CRA Agreement; (iv) there is no unresolved violation, criticism, claim, liability or exception by any Governmental Authority with respect to any CRA Agreement; and (v) Community has not received any notice from, and does not have any Knowledge of, any third-party group representing community interests raising concerns or objections with respect to its policies, practices or relations with customers, vendors or clients, or the transactions contemplated by this Agreement.

4.10 State Takeover Laws. No "business combination," "fair price," "affiliate transaction," "moratorium," "control share," "takeover" or "interested shareholder" Law or other similar anti-takeover statue or regulation (collectively, the "**Takeover Laws**") is applicable to Community with respect to this Agreement or the transactions contemplated hereby. Community does not have any shareholder rights plan, "poison pill" or similar plan or arrangement in effect.

4.11 Employee Benefit Plans

(a) Section 4.11 of the Community Disclosure Schedule sets forth a true, complete and correct list of each employee benefit plan, program, policy, practice, Contract, or other arrangement providing benefits to any current or former employee, officer or director of Community or any of its Subsidiaries or any beneficiary or dependent thereof that is sponsored or maintained by Community or any of its Subsidiaries or to which Community or any of its Subsidiaries contributes or is obligated to contribute, whether or not written, including, without limitation, any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any equity purchase plan, option, equity bonus, phantom

equity or other equity plan, profit sharing, bonus, retirement (including compensation, pension, health, medical or life insurance benefits), employment agreement, deferred compensation, excess benefit, incentive compensation, severance, change in control or termination pay, hospitalization or other medical or dental, life or other insurance (including any self-insured arrangements), supplemental unemployment, salary continuation, sick leave or other leave of absence benefits, short- or long-term disability, or vacation benefits plan or any other agreement or policy or other arrangement providing employee benefits, employment-related compensation, fringe benefits or other benefits (whether qualified or nonqualified, funded or unfunded) (each an "**Employee Benefit Plan**").

(b) With respect to each Employee Benefit Plan, Community has delivered or made available to Parent a true, correct and complete copy of: (i) each writing constituting a part of such Employee Benefit Plan, including, without limitation, all plan documents, benefit schedules, formal or informal trust agreements, and insurance Contracts and other funding vehicles; (ii) the most recent Annual Report (Form 5500 Series) and accompanying schedule, if any; (iii) all investment policy statements or guidelines, delegations and charters related to any Employee Benefit Plan; (iv) each trust agreement, group annuity Contract or other funding mechanism relating to any Employee Benefit Plan, (v) the current summary plan description and any material modifications thereto, if any; (vi) the most recent annual financial report, if any; (vii) the most recent actuarial report, if any; and (viii) the most recent determination letter from the IRS, if any. Except as specifically provided in the foregoing documents delivered or made available to Parent, there are no amendments to any Employee Benefit Plan that have been adopted or approved nor has Community or any of its Subsidiaries undertaken to make any such amendments or to adopt or approve any new Employee Benefit Plan. No Employee Benefit Plan is maintained outside the jurisdiction of the United States, or covers any employee residing or working outside of the United States.

(c) Each Employee Benefit Plan intended to qualify under Section 401(a) of the Code and each related trust intended to qualify under Section 501(a) of the Code has received a favorable determination or may rely upon a prototype or volume submitter opinion letter from the IRS with respect to each such Employee Benefit Plan as to its qualified status under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986 and subsequent legislation for the most recent cycle applicable to such qualified plan pursuant to Revenue Procedure 2005-66 (as amended or otherwise revised by subsequent IRS guidance), any such letter has not been revoked (nor, to the Knowledge of Community, has revocation been threatened) and no fact or event has occurred since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Employee Benefit Plan or the exempt status of any such trust.

(d) With respect to each Employee Benefit Plan, Community and its Subsidiaries have complied in all material respects, and are now in material compliance with all provisions of ERISA, the Code and all Laws and regulations applicable to such Employee Benefit Plans and each Employee Benefit Plan has been administered in all material respects in accordance with its terms. There is not now, nor do any circumstances exist that could reasonably be expected to give rise to, any requirement for the posting of security with respect to any Employee Benefit Plan or the imposition of any lien on the assets of Community or any of its Subsidiaries under ERISA or the Code. None of Community or any of its Subsidiaries has

engaged in a transaction with respect to any applicable Employee Benefit Plan that, assuming the taxable period of such transaction expired as of the date hereof, would subject Community or any of its Subsidiaries to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA.

(e) All contributions required to be made to any Employee Benefit Plan by applicable Law or regulation or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Employee Benefit Plan, for any period through the date hereof have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been accrued on the Community Financial Statements to the extent required under GAAP. Each Employee Benefit Plan that is an employee welfare benefit plan under Section 3(1) of ERISA is either (i) funded through an insurance company contract and is not a "welfare benefit fund" with the meaning of Section 419 of the Code or (ii) unfunded.

(f) (i) No Employee Benefit Plan is a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA (a "**Multiemployer Plan**") or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a "**Multiple Employer Plan**"); (ii) none of Community or its Subsidiaries nor any of their respective ERISA Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan; (iii) none of Community and its Subsidiaries nor any of their respective ERISA Affiliates has incurred any Withdrawal Liability that has not been satisfied in full; and (iv) no Employee Benefit Plan is subject to Title IV or Section 302 of ERISA or to Sections 412 or 430 of the Code. "**ERISA Affiliate**" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA. "**Withdrawal Liability**" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA.

(g) There does not exist, nor, to the Knowledge of Community, do any circumstances exist that could reasonably be expected to result in, any Controlled Group Liability that would be a liability of Community or its Subsidiaries following the Closing. Without limiting the generality of the foregoing, neither Community nor any of its Subsidiaries nor any of their respective ERISA Affiliates, has engaged in any transaction described in Section 4069 or Section 4204 or 4212 of ERISA. "**Controlled Group Liability**" means any and all liabilities (i) under Title IV of ERISA, (ii) under section 302 of ERISA, (iii) under sections 412 and 4971 of the Code, (iv) as a result of a failure to comply with the continuation coverage requirements of section 601 et seq. of ERISA and section 4980B of the Code, (v) as a result of a failure to comply with the group health care coverage requirements of sections 4980D or 4890H of the Code and (vi) under corresponding or similar provisions of foreign Laws or regulations.

(h) None of Community and its Subsidiaries has any liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof, except for health continuation coverage as required by Section 4980B of the Code or Part 6 of

Title I of ERISA and at no expense to Community and its Subsidiaries. Except as Previously Disclosed, Community and each of its Subsidiaries has reserved the right to amend, terminate or modify at any time all plans or arrangements providing for post-retirement welfare benefits.

(i) Except as would not reasonably be expected to result in any liability to Community or any of its Subsidiaries, there are no pending or threatened claims (other than routine undisputed claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted, threatened or instituted, and to the Knowledge of Community, no set of circumstances exists which may reasonably give rise to a claim or lawsuit against the Employee Benefit Plans, any fiduciaries thereof with respect to their duties to the Employee Benefit Plans or the assets of any of the trusts under any of the Employee Benefit Plans. Neither Community nor any of its Subsidiaries has taken any action to take corrective action or make a filing under any voluntary correction program of the IRS, the U.S. Department of Labor or any other Governmental Authority with respect to any Employee Benefit Plan, and neither Community nor any of its Subsidiaries has any Knowledge of any plan defect that would qualify for correction under any such program. No audit or other proceeding by a Governmental Authority is pending or, to Community's Knowledge, threatened with respect to any Employee Benefit Plan.

(j) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code and associated Treasury Department guidance has been operated in compliance with, and is in documentary compliance with, Section 409A of the Code and IRS regulations and guidance thereunder. No compensation payable by Community or any of its Subsidiaries has been reported as nonqualified deferred compensation in the gross income of any individual or entity, and subject to an additional tax, as a result of the operation of Section 409A of the Code, and no arrangement exists with respect to a nonqualified deferred compensation plan that would result in income inclusion under Section 409A(b) of the Code.

(k) Except as Previously Disclosed on Section 4.11(k) of the Community Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, either alone or together with any other event or events, will (i) result in any payment (including, without limitation, severance, change in control, forgiveness of indebtedness or otherwise) becoming due under any Employee Benefit Plan, whether or not such payment is contingent, (ii) increase any payments or benefits otherwise payable under any Employee Benefit Plan, (iii) result in the acceleration of the time of payment, vesting or funding of any benefits including, but not limited to, the acceleration of the vesting and exercisability of any equity awards, whether or not contingent, (iv) result in any limitation on the right of Community or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any Employee Benefit Plan or related trust, (v) require the funding of any trust or other funding vehicle or (vi) limit or restrict the right of Community or, after the consummation of the transactions contemplated hereby, the Parent or the Surviving Corporation, to merge, amend or terminate any of the Employee Benefit Plans. Neither the execution and delivery of this Agreement nor the consummation of the Merger, either alone or in combination with another event will result in any payment or benefit (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulations Section 1.280G-1) that would, individually or in combination with any other such payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the

Code) that would not be deductible under Section 280G of the Code. As of the Closing, Community shall have received, as of a date no earlier than five (5) Business Days prior to the Closing Date, the written confirmation of a nationally recognized accounting firm reasonably acceptable to Parent that no agreement, Contract or arrangement to which any employee of Community is a party will result in the payment of any amount that would not be deductible by reason of Section 280G of the Code. No Employee Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 4999 or 409A of the Code, or otherwise.

(l) Each individual who renders services to Community or any of its Subsidiaries who is classified by Community or such Subsidiary, as applicable, as having the status of an independent contractor or other non-employee status for any purpose (including for purposes of taxation and tax reporting and participation under Employee Benefit Plans) is properly so characterized.

(m) All cash bonuses and other incentive compensation that are payable by Community on a quarterly or monthly basis have been, and will be paid, solely pursuant to the Community's Incentive and Commission Plan, a true and complete copy of which has been furnished by Community to Parent and Citizens (such plan, the "**Community Incentive and Commission Plan**").

4.12 Approvals. As of the date of this Agreement, Community has no Knowledge why all regulatory approvals from any Governmental Authority required for the consummation of the transactions contemplated by this Agreement should not be obtained on a timely basis.

4.13 Opinion. The Community Board has received the opinion of D.A. Davidson & Co. that, as of the date hereof, and based upon and subject to the factors and assumptions set forth therein, the Merger Consideration to be paid to the holders of the Community Common Stock in the Merger is fair, from a financial point of view, to such holders.

4.14 Community Information. The information relating to Community and its Subsidiaries that is provided by Community or its representatives for inclusion in the Prospectus/Joint Proxy Statement and the Registration Statement, or in any application, notification or other document filed with any other Regulatory Agency or other Governmental Authority in connection with the transactions contemplated by this Agreement, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Registration Statement and the Prospectus/Joint Proxy Statement relating to Community and its Subsidiaries and other portions within the reasonable control of Community and its Subsidiaries will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder..

4.15 Legal Proceedings.

(a) Except as Previously Disclosed on Section 4.15(a) of the Community Disclosure Schedule, neither Community nor any of its Subsidiaries is a party to any legal, administrative, arbitration, investigatory or other proceeding (including, without limitation, any investigation, action, or proceeding with respect to Taxes) pending or, to the Knowledge of Community, is any of the foregoing proceedings threatened, or which Community has reason to

believe may be threatened, against or affecting Community or any of its Subsidiaries or any of their respective current or former directors or officers, or may involve a claim or claims asserting a liability of $100,000 individually, or $200,000 or more in the aggregate, or may otherwise restrict the conduct of business by Community or any of its Subsidiaries. Section 4.15 of the Community Disclosure Schedule includes, with respect to each matter identified, if applicable, the case title, the court, the court file number, the date filed, the law firm representing Community or any of its Subsidiaries and such other information as may be reasonably requested by Parent.

(b) Except as set forth on Section 4.15(b) of the Community Disclosure Schedule, (i) there is no outstanding judgment, order, writ, injunction or decree, stipulation or award of any Governmental Authority or by arbitration, against or affecting Community or its assets or business that (A) has had or may have a Community Material Adverse Effect, (B) requires any payment by, or excuses an obligation of a third party to make any payment to, Community of an amount exceeding $100,000 or (C) has the effect of prohibiting any material business practice of, or the acquisition, retention or disposition of property by Community or (D) would apply to Parent or any of its Affiliates after the Merger, and (ii) to the Knowledge of Community, there is no legal, administrative, arbitration, investigatory or other proceeding pending or that has been threatened, or which Community has reason to believe may be threatened, against or affecting any director, officer, employee, agent or representative of Community or any of its Subsidiaries, in connection with which any such Person has or may have rights to be indemnified by Community or any of its Subsidiaries.

4.16 Material Contracts.

(a) Except as Previously Disclosed on Section 4.16(a) of the Community Disclosure Schedule, neither Community nor any of its Subsidiaries is a party to, bound by or subject to any Contract (whether written or oral) (each, a "**Material Contract**"):

(i) that contains a non-compete or client or customer non-solicit requirement or any other provisions that materially restricts the conduct of, or the manner of conducting, any line of business of Community or any of its Subsidiaries (or, upon consummation of the Merger, of Parent, Citizens or any of their respective Subsidiaries);

(ii) that obligates Community or any of its Subsidiaries (or, upon consummation of the Merger, of Parent, Citizens or any of their respective Subsidiaries) to conduct business with any third party on an exclusive or preferential basis in each case that involves the payment of more than $100,000 per annum;

(iii) that requires referrals of business or requires Community or any of its Affiliates to make available investment opportunities to any Person on a priority or exclusive basis in any material respect;

(iv) that relates to the incurrence of indebtedness by Community or any of its Subsidiaries (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities sold under agreements to repurchase or other liabilities incurred in the ordinary course of business consistent with past

practice) including any sale and leaseback transactions, capitalized leases and other similar financing transactions;

(v) that grants any right of first refusal, right of first offer or similar right with respect to any assets, rights or properties of Community or any of its Subsidiaries ;

(vi) that limits the payment of dividends by Community or any of its Subsidiaries;

(vii) that relates to a joint venture, partnership, limited liability company agreement or other similar agreement or arrangement with any third party, or to the formation, creation or operation, management or control of any partnership or joint venture with any third parties;

(viii) that relates to an acquisition, divestiture, merger or similar transaction and which contains representations, covenants, indemnities or other obligations (including indemnification, "earn-out" or other contingent obligations) that are still in effect;

(ix) that provides for payments to be made by Community or any of its Subsidiaries or any of their respective successors upon or as a result of the transactions contemplated by this Agreement ("**Change of Control Payments**");

(x) that was not negotiated and entered into on an arm's-length basis;

(xi) that provides for the guarantee or indemnification by Community or any of its Subsidiaries of any Person, except for Contracts entered into in the ordinary course of business providing for customary and immaterial indemnification;

(xii) that is a consulting agreement or data processing, software programming or licensing Contract involving the payment of more than $50,000 per annum;

(xiii) that grants to a Person any right in Community Owned Intellectual Property or grants to Community or any of its Subsidiaries a license to any Intellectual Property rights of another Person, in each case that involves the payment or more than $50,000 per annum or is material to the conduct of the businesses of Community;

(xiv) to which any Affiliate, officer, director, employee or consultant of Community or any of its Subsidiaries is a party or beneficiary (exclusive of any deposit or loan relationships set forth on Section 4.26(f) of the Community Disclosure Schedule);

(xv) that would prevent, materially delay or materially impede Community's ability to consummate the Merger or the other transactions contemplated hereby;

(xvi) that contains a put, call or similar right pursuant to which Community or any of its Subsidiaries could be required to purchase or sell, as applicable, any equity interests of any Person or assets;

(xvii) that involves the payment, on a one-time basis or over the life of the term of the agreement, of $50,000 or more or is not terminable by Community on thirty (30) days or less notice and without penalty (other than deposit liabilities, trade payables, federal funds purchased, and advances and loans from the Federal Home Loan Bank);

(xviii) any other agreement of any other kind which involves future payments of $100,000 or more to or by Community or is not terminable by Community on thirty (30) days or less notice and without penalty, other than payments made under or pursuant to loan agreements, deposit liabilities, participation agreements and other agreements for the extension of credit, each in the ordinary course of their business; or

(xix) that is otherwise not entered into in the ordinary course of business or that is material to Community or any Subsidiary of Community or their financial condition or results of operations.

(b) Community has previously furnished to Parent true, correct and complete copies of each Material Contract. Each Material Contract is a valid and legally binding agreement of Community or one of its Subsidiaries, as applicable, and, to the Knowledge of Community, the counterparty or counterparties thereto, is enforceable in accordance with its terms (subject to the Bankruptcy and Equity Exception) and is in full force and effect. Community and each of its Subsidiaries have duly performed in all material respects all obligations required to be performed by them prior to the date hereof under each Material Contract. Neither Community nor any of its Subsidiaries, and, to the Knowledge of Community, any counterparty or counterparties, is in breach of any provision of any Material Contract. No event or condition exists that constitutes, after notice or lapse of time or both, will constitute, a breach, violation or default on the part of Community or any of its Subsidiaries under any such Material Contract or provide any party thereto with the right to terminate such Material Contract.

(c) Section 4.16(c) of the Community Disclosure Schedule sets forth a true and complete list of (i) all Material Contracts pursuant to which consents or waivers are or may be required and (ii) all notices which are required to be given, in each case, prior to the performance by Community of this Agreement and the consummation of the Merger and the other transactions contemplated hereby.

4.17 Environmental Matters.

(a) Community and its Subsidiaries are in compliance, in all material respects with any Law relating to: (i) the protection or restoration of the environment, health and safety as it relates to Hazardous Substance handling or exposure or the protection of natural resources; (ii) the handling, use, presence, disposal, release or threatened release of, or exposure to, any Hazardous Substance; or (iii) noise, odor, wetlands, indoor air, pollution, contamination or any injury to Persons or property from exposure to any Hazardous Substance (collectively, "**Environmental Laws**").

(b) There are no proceedings, claims, or actions pending, or, to the Knowledge of Community, investigations of any kind, pending, or to the Knowledge of Community, threatened, by any Person, court, agency, or other Governmental Authority or any arbitral body, against Community or its Subsidiaries relating to material liability under any

Environmental Law. There are no agreements, orders, judgments or decrees by or with any court, regulatory agency or other Governmental Authority or settlements with any Person that impose any material liabilities or obligations on Community or its Subsidiaries under, relating to or in respect of any Environmental Law.

(c) To Community's Knowledge, there have been, no releases of any Hazardous Substances at any real property (currently or formerly owned, operated, or leased by Community or any of its Subsidiaries) under circumstances which could reasonably be expected to result in any material liability of Community or its Subsidiaries under any Environmental Law.

(d) To Community's Knowledge, there are no underground storage tanks on, in or under any of the Community Real Properties and no underground storage tanks have been closed or removed from any Community Real Properties except in compliance with Environmental Laws in all material respects.

(e) Neither Community nor any of its Subsidiaries during the past five years has received any written notice from any Person or Governmental Authority that Community or any of its Subsidiaries or the operation or condition of any real property ever owned (exclusive of any security interest) or operated by any of them (including any real estate owned) are currently in violation of or otherwise are alleged to have liability under any Environmental Laws or relating to Hazardous Substances, including, but not limited to, responsibility (or potential responsibility) for the cleanup or other remediation of any Hazardous Substances at, on, beneath or originating from any such property) for which a material liability is reasonably likely to be imposed upon Community or any of its Subsidiaries.

(f) Community has made available to Parent and Citizens all asbestos surveys and reports, mold surveys and reports, lead surveys and reports, reports on environmental exposure, underground tank removal reports and Phase I and Phase II environmental reports (environmental assessments) issued during the past five years, which are in its possession, with respect to any properties currently owned or leased by it.

(g) For purposes of this Agreement, "**Hazardous Substance**" shall include, but is not limited to, (i) any petroleum or petroleum products, natural gas, or natural gas products, radioactive materials, asbestos, mold, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls (PCBs), and radon gas; (ii) any chemicals, materials, waste or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any Environmental Laws; and (iii) any other chemical, material, waste or substance which is in any way regulated as hazardous or toxic by any federal, state or local government authority, agency or instrumentality, including mixtures thereof with other materials, and including any regulated building materials, such as asbestos and lead.

4.18 Taxes.

(a) Community and each of its Subsidiaries (i) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them and all such filed Tax Returns are true, complete and accurate in all material respects; (ii) have paid in full all Taxes that are required to be paid or made adequate provision in the financial statements of Community; (iii) have withheld from amounts owing to any employee, independent contractor, creditor or third party all amounts that Community or any of its Subsidiaries is obligated to have withheld and have timely paid such withheld amounts to the relevant Tax authority; and (iv) have disclosed and reserved for any uncertain Tax positions.

(b) To Community's Knowledge, none of the Tax Returns of Community or any of its Subsidiaries are currently under any audit, suit, proceeding, examination or assessment by the IRS or the relevant state, local or foreign Tax authority and neither Community nor any of its Subsidiaries has received written notice from any Tax authority that an audit, suit, proceeding, examination or assessment in respect of such Tax Returns or matters pertaining to Taxes are pending or threatened.

(c) No deficiencies for any Taxes have been asserted or assessments made against Community or any of its Subsidiaries that have not been paid or resolved in full. No claim has been made in writing during the past five (5) years against Community or any of its Subsidiaries by any Tax authorities in a jurisdiction where Community or its Subsidiaries does not file Tax Returns that Community or its Subsidiaries is or may be subject to taxation by that jurisdiction.

(d) Neither Community nor any of its Subsidiaries has granted any waiver, extension or comparable consent regarding the application of the statute of limitations with respect to Taxes or Tax Return that has not expired, nor has any request for any such waiver or consent been made with respect to any statute of limitations that has not since expired.

(e) Community is not, and during the past five (5) years has never been, a "United States real property holding corporation" within the meaning of Section 897 of the Code.

(f) No Liens for Taxes exist with respect to any of the assets of Community or any of its Subsidiaries, except for Liens for Taxes not yet due and payable.

(g) Neither Community nor any of its Subsidiaries has entered into any closing agreements, private letter rulings, technical advice memoranda or similar agreement or rulings with any Tax authority, nor have any been issued by any Tax authority.

(h) Neither Community nor any of its Subsidiaries (A) is or has ever been a member of an affiliated, combined, consolidated or unitary Tax group for purposes of filing any Tax Return, other than an affiliated, combined, consolidated or unitary Tax group of which Community is or was the common parent, (B) has any liability for Taxes of any Person (other than Community or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise, (C) is a party to or bound by any Tax sharing or allocation agreement or has any other

current or potential contractual obligation to indemnify any Person (other than Community or any of its Subsidiaries) with respect to Taxes, (D) has, or has ever had, a permanent establishment in any country other than the country of its organization, or (E) has granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(i) None of Community, any of its Subsidiaries, or any Person acting on their behalf has applied for, been granted, or agreed to any accounting method change for which it will be required to take into account any adjustments pursuant to Section 481(a) of the Code (or any similar provisions of state, local or foreign Law) after the Closing Date, nor will Community or any of its Subsidiaries (or their successor by merger) be required to take into account income after the Effective Time any items economically realized prior to the Effective Time.

(j) Community and each of its Subsidiaries have complied in all material respects with all requirements to report information for Tax purposes to any individual or Tax authority, and have collected and maintained all material certifications and documentation in valid and complete form with respect to any such reporting obligation, including, without limitation, valid IRS Forms W-8 and W-9.

(k) Neither Community nor any of its Subsidiaries has participated in any "reportable transactions" within the meaning of Treasury Regulations Section 1.6011-4(b).

(l) Community has made available to Parent and Citizens true, correct and complete copies of the United States federal income Tax Returns filed by Community and its Subsidiaries for each of the fiscal years ended December 31, 2012, 2013, 2014, 2015 and 2016, and will make available, if filed before the Closing Date, such Tax Returns to be filed for the fiscal year ended December 31, 2017.

(m) None of Community or its Subsidiaries has been a "distributing corporation" or "controlled corporation" (i) in any distribution occurring during the last 30 months that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law) or (ii) in any distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) of which the Merger is a part.

4.19 Reorganization. To Community's Knowledge, none of Community or any of its Subsidiaries has taken or agreed to take any action, or is aware of any fact or circumstance, that would prevent or impede, or could reasonably be expected to prevent or impede, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

4.20 Intellectual Property; IT Systems; Privacy.

(a) Section 4.20 of the Community Disclosure Schedule sets forth an accurate and complete list all (i) Intellectual Property Registrations, (ii) other Community Owned Intellectual Property that are not registered but that are material to Community's business and operations (excepting Trade Secrets) and (iii) Community Licensed Intellectual Property (excepting Off-The-Shelf Licenses). Each of Community and its Subsidiaries (i) solely owns (beneficially, and of record where applicable), free and clear of all Liens, other than Permitted Encumbrances and non-exclusive licenses entered into in the ordinary course of business, all

right, title and interest in and to its respective Community Owned Intellectual Property, and (ii) to the Knowledge of Community, has valid and sufficient rights and licenses to all of Community Licensed Intellectual Property. With respect to each item of Community Licensed Intellectual Property, to Community's Knowledge, the license, sublicense or Contract covering such item is legal, valid, binding, enforceable and in full force and effect, and neither Community nor any of its Subsidiaries is in material default under or violation of any such license, sublicense or Contract.

(b) To the Knowledge of Community, the operation of Community and each of its Subsidiary's respective businesses as presently conducted does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any third Person, and no Person has asserted in writing that Community or any of its Subsidiaries has infringed, misappropriated or otherwise violated any third Person's Intellectual Property rights. To the Knowledge of Community, no third Person has infringed, misappropriated or otherwise violated any of Community's or any of its Subsidiary's rights in Community Owned Intellectual Property.

(c) Community and each of its Subsidiaries has taken commercially reasonable measures to protect (i) their rights in their respective Community Owned Intellectual Property and (ii) the confidentiality of all Trade Secrets that are owned, used or held by Community or any of its Subsidiaries, and to the Knowledge of Community, such Trade Secrets have not been used, disclosed to or discovered by any Person except pursuant to appropriate non-disclosure agreements which have not been breached.

(d) All information technology and computer systems and services (including software, information technology and telecommunication hardware and other equipment) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or necessary to the conduct of Community's and its Subsidiaries' business (collectively, "**Community IT Systems**") have been properly maintained, stored, operated and processed by technically competent personnel, in accordance with standards set by the manufacturers or otherwise in accordance with standards prudent in the industry (including strong passwords), to ensure proper operation, monitoring and use. The Community IT Systems are in material compliance with regulatory standards and guidelines as required by applicable Law. Community has commercially reasonable disaster recovery plans, procedures and facilities for its business and has taken commercially reasonable steps to safeguard Community IT Systems. Community IT Systems are in good working condition to effectively perform all information technology operations necessary to conduct consolidated business.

(e) Neither Community nor any of its Subsidiaries has experienced within the past three (3) years any material disruption to, or material interruption in, its conduct of its business attributable to a defect, bug, breakdown, cyber or security breach or other failure or deficiency of the Community IT Systems. Community and each of its Subsidiaries has taken commercially reasonable measures to provide for the backup and recovery of the data and information necessary to the conduct of their businesses (including such data and information that is stored on magnetic or optical media in the ordinary course) without material disruption to, or material interruption in, the conduct of their respective businesses.

4.21 Properties.

(a) Community or one of its Subsidiaries (i) has good and insurable title to all the properties and assets owned by Community or one of its Subsidiaries including, but not limited to, any automated teller machines (the "**Community Owned Properties**"), free and clear of all Liens of any nature whatsoever, except (A) statutory Liens securing payments not yet due, (B) Liens for real property Taxes not yet due and payable, (C) easements, rights of way, and other similar encumbrances that do not adversely affect the value or affect the use of the properties or assets subject thereto or affected thereby or otherwise impair business operations at such properties as bank facilities, and (D) such imperfections or irregularities of title or Liens as do not materially affect the use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties (collectively, "**Permitted Encumbrances**"), and (ii) is the lessee of all leasehold leased by Community or one of its Subsidiaries (the "**Community Leased Properties**" and, collectively with the Community Owned Properties, the "**Community Real Properties**"), free and clear of all Liens of any nature whatsoever, except for Permitted Encumbrances, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without default thereunder by Community or, to the Knowledge of Community, the lessor. None of Community or any of its Subsidiaries owns, and no such entity is in the process of foreclosing (whether by judicial process or by power of sale) or otherwise in the process of acquiring title to, except pursuant to foreclosures which are pending in the ordinary course of business consistent with past practice, any real property or premises on the date hereof in whole or in part. Section 4.21 of the Community Disclosure Schedule contains a complete and correct list of all Community Owned Properties. Section 4.21 of the Community Disclosure Schedule contains a complete and correct list of all Community Leased Properties and together with a list of all applicable leases and the name of the lessor (each, a "**Lease**").

(b) Each of the Community Real Properties (i) complies in all material respects with all applicable Laws, including all laws, regulations, ordinances, or orders relating to zoning, building and use permits, the Americans with Disabilities Act of 1990, as amended (the "**ADA**"), the Occupational Health and Safety Act of 1970 ("**OSHA**") and all similarly motivated state and local laws , and (ii) may, under applicable zoning ordinances, be used for the purposes for which it currently is used as a matter of right rather than by grant of variance or as a conditional or nonconforming use. Neither Community nor any of its Subsidiaries has received any written notices from any Governmental Authority of any violations of, any claims made or threatened regarding noncompliance with, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with, the ADA, OSHA or any similarly motivated state and local Laws. Community and its Subsidiaries have accrued all expenses necessary to comply with any ADA or OSHA requirements on its Interim Financial Statements.

(c) All buildings, structures, improvements and fixtures on each of the Community Real Properties and the equipment located thereon are adequate for the conduct of the business of Community and its Subsidiaries as presently conducted, ordinary wear and tear excepted. All tangible properties of Community or any of its Subsidiaries that are material to the business, financial condition, results of operations of Community and its Subsidiaries are in a

good state of maintenance and repair, except for ordinary wear and tear, and are adequate for the conduct of the business of Community and its Subsidiaries as presently conducted.

(d) Each of the leases for the Community Leased Property is valid and existing and in full force and effect, and no party thereto is in material default and no notice of a claim of default by any party has been delivered to Community or any of its Subsidiaries, or is now pending, and there does not exist any event that with notice or the passing of time, or both, would constitute a material default or excuse performance by any party thereto, provided that with respect to matters relating to any party other than Community or one of its Subsidiaries, the foregoing representation is based on the Knowledge of Community.

(e) As to Community and its Subsidiaries, none of the Community Real Properties has been condemned or otherwise taken by any Governmental Authority and, to the Knowledge of Community, no condemnation or taking is threatened or contemplated and none thereof is subject to any claim, Contract or Law which might adversely affect its use or value for the purposes now made of it. None of the premises or properties of Community or any of its Subsidiaries is subject to any current interests of third parties or other restrictions or limitations that would materially impair or be materially inconsistent with the current use of such property by Community or such Subsidiary.

(f) Community has made available to Parent true, accurate and complete copies of each of the following to the extent in the possession or control of Community or its Subsidiaries and in any way related to any of the Community Real Properties: (i) title commitments together with legible copies of all underlying exceptions, (ii) title policies, (iii) environmental reports, (iv) zoning reports and zoning letters, and (v) licenses and permits.

(g) Neither Community nor any of its Subsidiaries has applied for or received permission to open any additional branch or operate at any other location.

4.22 Insurance. Section 4.22 of the Community Disclosure Schedule lists all insurance policies and bonds maintained by Community. Except as set forth on Section 4.22 of the Community Disclosure Schedule, (a) Community and each of its Subsidiaries is, and at all times within five (5) years hereof each has been, insured with insurers and has insurance coverage adequate to insure against all risks normally insured against by companies reasonably consistent with industry practice, (b) neither Community nor any of its Subsidiaries is in default under any policy of insurance or bond such that it could be cancelled, and all such insurance policies and bonds maintained by Community or any of its Subsidiaries are in full force and effect and, except for expirations in the ordinary course of business, will remain so through and after the Closing, and (c) Community and each of its Subsidiaries has filed claims with, or given notice of claims to, its insurers with respect to all material matters and occurrences for which it believes it has coverage. Community has furnished Parent and Citizens with true and complete copies of all insurance policies and bonds identified on Section 4.22 of the Community Disclosure Schedule, including all amendments and supplements thereto, and true and complete copies of all current or pending insurance claims, and any other insurance claims filed since January 1, 2016.

4.23 Accounting and Internal Controls.

(a) The records, systems, controls, data and information of Community and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Community or its Subsidiaries or accountants (including all means of access thereto and therefrom). Community and its Subsidiaries have devised and maintain internal control over financial reporting that is designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of its financial statements for external purposes in accordance with GAAP. Such internal control over financial reporting includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Community, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Community are being made only in accordance with authorizations of management and directors of Community, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Community's assets that could have a material effect on its financial statements.

(b) Community has previously disclosed, based on its most recent evaluation prior to the date hereof, to its auditors and the audit committee of the Community Board: (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in its internal controls over financial reporting. Community has made available to Parent and Citizens (i) a summary of any such disclosure made to Community's auditors and audit committee and (ii) any material communication since January 1, 2015 made by management or Community's auditors to the audit committee required by the audit committee's charter or professional standards of the Public Company Accounting Oversight Board. Since January 1, 2015, no complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Community employees regarding questionable accounting or auditing matters, have been received by Community. Community has made available to Parent a summary of all complaints or concerns relating to other matters made since January 1, 2015 through Community's whistleblower hot-line or equivalent system for receipt of employee concerns regarding possible violations of Law.

(c) Since January 1, 2015, (i) neither Community nor any of its Subsidiaries nor, to the Knowledge of Community, any director, officer, auditor, accountant or representative of it or any of its Subsidiaries has received or otherwise had or obtained Knowledge of any material complaint, allegation, assertion or written claim regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Community or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or written claim that Community or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no attorney representing Community or any of its Subsidiaries, whether or not employed by it or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by it or any of its officers or directors to the Community Board or any committee thereof or to any of its directors or officers.

4.24 Derivatives. Except as set forth in Section 4.24 of the Community Disclosure Schedule, neither Community nor any of its Subsidiaries is a party to nor has any of such entities agreed to enter into an exchange-traded or over-the-counter equity, interest rate, foreign exchange or other swap, forward, future, option, cap, floor or collar or any other Contract (whether or not included on the balance sheet) that is a derivative Contract or a Contract whose effect is similar to a derivative Contract (including various combinations thereof) or owns securities that are referred to generically as "structured notes," "high risk mortgage derivatives," "capped floating rate notes," or "capped floating rate mortgage derivatives" (each, a "**Derivative Transaction**"). All Derivative Transactions, whether entered into for the account of Community or any of its Subsidiaries or for the account of a customer of Community, were entered into in the ordinary course of business and in accordance with prudent banking practice and applicable Laws and other policies, practices, and procedures employed by Community or any of its Subsidiaries is, as applicable and with counterparties believed to be financially responsible at the time, and are legal, valid and binding obligations of Community or any of its Subsidiaries, as applicable, enforceable against it in accordance with their terms except as such enforcement may be limited by the Bankruptcy and Equity Exception. Community and each of its Subsidiaries has duly performed in all material respects all of its obligations thereunder to the extent required, and, to its Knowledge, there are no breaches, violations or defaults or allegations or assertions of such by any party thereunder. The financial position of Community on a consolidated basis under or with respect to each such Derivative Transaction has been reflected in all material respects in the books and records of Community in accordance with GAAP.

4.25 Deposits.

(a) The deposits held by Community have been solicited, originated and administered in accordance with the terms of the respective governing documents and all Applicable Laws, in each case, in all material respects. Community has the right to assign to Citizens by operation of the Merger all of the deposits held by Community at the Closing without the requirement to obtain any consent from depositors or any other third parties other than any Governmental Authority whose approval is required for the Merger as set forth in this Agreement. To Community's Knowledge, there are no deposits held by Community that are subject to any judgment, decree or order of any Governmental Authority, other than customary garnishments, levies and orders affecting depositors generally.

(b) The interest and any other credits and amounts have been accrued on the deposits of Community, in each case, in all material respects in accordance with GAAP and applicable Law (including regulatory accounting principles) and Community's records accurately reflect in all material respects such accrual of interest, credits or other amounts in the ordinary and regular course of its business relating to such deposits. Community has complied in all material respects with all laws, rules and regulations of the IRS regarding taxpayer identification number certification, interest information reporting, and backup withholding of interest payable on all deposits held by Community. Except for any deposits securing a Loan or as otherwise disclosed in the Community Disclosure Schedule, to Community's Knowledge, no deposits held by Community have been pledged to any other Person or are subject to any claims that are superior to the rights of Person(s) shown on the records of Community as the owner(s) of such deposits, other than claims against such owners such as state and federal tax liens, garnishments, and other judgment claims that have matured or may mature into claims against

the respective deposits. Except as Previously Disclosed, none of Community's deposits is a "brokered deposit" as defined in 12 C.F.R. Section 337.6(a)(2).

(c) Community has provided Citizens with forms of all deposit agreements of Community (the "**Deposit Agreements**") and all such forms contain all material terms of the relevant deposit accounts. Each of the agreements relating to deposits of Community is valid, binding, and enforceable upon Community and, to the Knowledge of Community, each other party thereto in accordance with its terms subject to the Bankruptcy and Equity Exception.

4.26 Loan Matters.

(a) Each loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, letters of credit, guarantees and interest-bearing assets, interests in loan participations and assignments, customer liabilities on bankers acceptance and all other binding commitments and obligations to extend credit) in which Community or any Subsidiary of Community is a creditor (collectively, "**Loans**") currently outstanding (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent secured, is secured by a valid, perfected and enforceable Lien on the secured property having the priority described in Community's records and the applicable security agreement and; (iii) contains customary and enforceable provisions such that the rights and remedies of the holder thereof shall be adequate for the realization against any collateral therefore, none of which has been waived by Community; and (iv) to the Knowledge of Community, is a legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms (subject to the Bankruptcy and Equity Exception). The notes or other credit or security documents with respect to each such outstanding Loan were in compliance in all material respects with all applicable Laws at the time of origination or purchase by Community or its Subsidiaries.

(b) Each outstanding Loan was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained in material accordance with the relevant notes or other credit or security documents and Community's written underwriting standards, in each case in compliance in all material respects with all applicable requirements of applicable Law and government programs. Each outstanding Loan is held by Community for investment and not for sale.

(c) None of the agreements pursuant to which Community or any of its Subsidiaries has sold or is servicing (i) Loans or pools of Loans or (ii) participations in Loans or pools of Loans, in each case, contains any obligation to repurchase such Loans or interests therein or to pursue any other form of recourse against Community or any of its Subsidiaries, other than any obligations of, or recourse against, Community or any of its Subsidiaries that arise, by the express terms of any such agreement, upon a breach or default by Community or any of its Subsidiaries of such agreement.

(d) Section 4.26(d) of the Community Disclosure Schedule sets forth a list of each Loan that as of December 31, 2017, and will set forth each Loan that as of the Determination Date, (i) (A) was contractually past due 90 days or more in the payment of principal and/or interest, (B) was on non-accrual status, (C) was classified as "substandard,"

"doubtful," "loss," "classified," "criticized," "credit risk assets," "concerned loans," "watch list," "impaired" or "special mention" (or words of similar import) by Community, any of its Subsidiaries or any Governmental Authority (D) a specific reserve allocation existed in connection therewith or (E) was required to be accounted for as a troubled debt restructuring in accordance with ASC 310-40, (ii) each Loan that as of December 31, 2017 and as of the Determination Date had an outstanding balance and/or unfunded commitment of $50,000 or more and that as of such date as to which (A) a reasonable doubt exists as to the timely future collectability of principal and/or interest, whether or not interest is still accruing or the Loans are less than 90 days past due or (B) the interest rate terms have been reduced and/or the maturity dates have been extended subsequent to the agreement under which the Loan was originally created due to concerns regarding the borrower's ability to pay in accordance with such initial terms, and (iii) each asset of Community or any of its Subsidiaries that as of December 31, 2017 and as of the Determination Date was classified as "other real estate owned," "other repossessed assets" or as an asset to satisfy Loans, and the book value thereof as of such date. For each Loan identified in accordance with the immediately preceding sentence, Section 4.26(e) of the Community Disclosure Schedule sets forth the outstanding balance, including accrued and unpaid interest, on each such Loan and the identity of the borrower thereunder as of December 31, 2017 and also will set forth such information as of the Determination Date.

(e) The allowance for loan losses reflected in reports by Community to each Governmental Authority has been and will be established in compliance with the requirements of all regulatory criteria, and the allowance for loan losses shown in the Community Financial Statements has been and will be established and maintained in accordance with GAAP and applicable Law and in a manner consistent with Community's internal policies. The allowance for loan losses reflected in such reports and the allowance for loan losses shown in the Community Financial Statements, in the opinion of management, was or will be adequate as of the dates thereof.

(f) Section 4.26(f) of the Community Disclosure Schedule sets forth a list of all Loans as of the date of this Agreement, and will set forth a list of all Loans as of the Determination Date, by Community or any of its Subsidiaries to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O of the Board of Governors of the Federal Reserve (12 C.F.R. Part 215)) of Community or any of its Subsidiaries. There are no employee, executive officer, director or other Affiliate Loans on which the borrower is paying a rate other than that reflected in the note or other relevant credit or security agreement or on which the borrower is paying a rate which was not in compliance with Regulation O, and all such Loans are and were originated in compliance with all applicable Laws.

(g) Neither Community nor any of its Subsidiaries is now nor has it ever been since January 1, 2016 subject to any fine, suspension, settlement or other Contract or other administrative agreement or sanction by, or any reduction in any loan purchase commitment from, any Governmental Authority or agency relating to the origination, sale or servicing of mortgage or consumer Loans or Loans guaranteed by any governmental agency.

(h) Since January 1, 2016, each of Community and each of its Subsidiaries has complied with in all material respects, and all documentation in connection with the origination, processing, underwriting and credit approval of any residential mortgage loan

originated by Community or any of its Subsidiaries satisfied in all material respects: (i) all applicable Laws with respect to the origination, insuring, purchase, sale, pooling, servicing, subservicing, loan modification, loss mitigation or filing of claims in connection with such mortgage loans, including, to the extent applicable, all Laws relating to real estate settlement procedures, consumer credit protection, truth in lending Laws, usury limitations, fair housing, transfers of servicing, collection practices, equal credit opportunity and adjustable rate mortgages, in each case applicable as of the time of such origination, processing, underwriting or credit approval; (ii) the responsibilities and obligations relating to such mortgage loans set forth in any Contract between Community or any of its Subsidiaries and any agency, loan investor or insurer; (iii) the applicable rules, regulations, guidelines, procedures, handbooks and other requirements of any agency, loan investor or insurer, in each case applicable as of the time of such origination, processing, underwriting or credit approval; and (iv) the terms and provisions of any mortgage or other collateral documents and other loan documents with respect to each such mortgage loan; in each case applicable as of the time of such origination, processing, underwriting or credit approval.

(i) Since January 1, 2016, no loan investor has indicated in writing to Community or any of its Subsidiaries that it has terminated or intends to terminate its relationship with Community or any of its Subsidiaries for poor performance, poor loan quality or concern with respect to Community's or any of its Subsidiaries' compliance with Laws.

(j) Since January 1, 2016, Community and its Subsidiaries have not engaged in, and, to the Knowledge of Community, no third-party vendors (including outside law firms and other third-party foreclosure services providers) used by Community or by any of its Subsidiaries has engaged in, directly or indirectly, (i) any foreclosures in violation of any applicable Law, including but not limited to the Servicemembers Civil Relief Act, or in breach of any binding Regulatory Agreement or (ii) the conduct referred to as "robo-signing" or any other similar conduct of approving or notarizing documents relating to mortgage loans that do not comply with any applicable Law.

(k) Since January 1, 2016, Community has not foreclosed upon, managed or taken a deed or title to, any real estate (other than single-family residential properties) without complying with all applicable FDIC environmental due diligence standards (including FDIC Bulletin FIL-14-93, and update FIL-98-2006) or foreclosed upon, managed or taken a deed or title to, any such real estate if the environmental assessment indicates the liabilities under Environmental Laws are likely in excess of the asset's value.

4.27 Investment Securities. Each of Community and its Subsidiaries has good title to all Investment Securities owned by it (except those sold under repurchase agreements or held in any fiduciary or agency capacity), free and clear of any Lien, except (a) as set forth in the financial statements included in the Community Financial Statements or (b) to the extent such securities or commodities are pledged in the ordinary course of business consistent with past practice to secure obligations of Community or its Subsidiaries. All Investment Securities are valued on the books of Community in accordance with GAAP in all material respects. Community and its Subsidiaries employ investment, securities, risk management and other policies, practices and procedures that are reasonable in the context of their respective businesses, and Community and its Subsidiaries have, since January 1, 2015, been in compliance

with such policies, practices and procedures in all material respects. Except for restrictions that exist for securities that are classified as "held to maturity", none of the Investment Securities held by Community or any of its Subsidiaries is subject to any restriction (contractual or statutory) that would materially impair the ability of the entity holding such investment freely to dispose of such investment at any time.

4.28 Related Party Transactions. Except as Previously Disclosed in Section 4.28 of the Community Disclosure Schedule, for ordinary course bank deposit and except for compensation arrangements of the type available to directors and employees of Community or its Subsidiaries generally, there are no current transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between Community or any of its Subsidiaries, on the one hand, and any current or former director or officer of Community or any of its Subsidiaries or any Person who beneficially owns (which, for purposes of this Agreement, shall be as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the Community Common Stock (or any of such Person's immediate family members or Affiliates) (other than Subsidiaries of Community) on the other hand.

4.29 Operating Losses. Except as Previously Disclosed or as accounted for in the Community Financial Statements, to the Knowledge of Community, since January 1, 2016, no event has occurred, and no action has been taken or omitted to be taken by any employee of Community or any of its Subsidiaries that has resulted in the incurrence by Community or any of its Subsidiaries of an Operating Loss or that might reasonably be expected to result in the incurrence by Community or any of its Subsidiaries of an Operating Loss after the date hereof, which, net of any insurance proceeds payable in respect thereof, exceeds, or would exceed $50,000 individually or when aggregated with all other Operating Losses, $100,000 during such period.

4.30 Employee and Labor Matters.

(a) Section 4.30(a) of the Community Disclosure Schedule contains a complete and correct list, as of the date of this Agreement, of the name of each employee, job description, job location, title, current annual base salary, other compensation and wage and hour exemption status of Community and its Subsidiaries and a list of all Contracts or commitments by Community or any of its Subsidiaries to increase the compensation or to modify the conditions or terms of employment. All persons who have been treated as independent contractors by Community or any of its Subsidiaries for tax purposes have met the criteria to be so treated under applicable Law. No executive or group of employees has informed Community or any of its Subsidiaries of his, her or their intent to terminate employment with Community or its Subsidiaries. Community has previously furnished to Parent and Citizens true and complete copies of all offer letters, employment agreements, or any other Contract, commitment, obligation or liability on the part of Community with respect to employee salary, bonus, other compensation or benefits, including any retention or stay bonus or minimum bonus guaranties.

(b) Neither Community nor any of its Subsidiaries is, nor at any time since January 1, 2015 was, a party to or bound by any labor or collective bargaining agreement and to the Knowledge of Community, there are no organizational campaigns, petitions or other activities or proceedings of any labor union, workers' council or labor organization seeking

recognition of a collective bargaining unit with respect to, or otherwise attempting to represent, any of the employees of Community or any of its Subsidiaries or compel Community or any of its Subsidiaries to bargain with any such labor union, workers' council or labor organization. There are no labor related controversies, strikes, slowdowns, walkouts or other work stoppages pending or, to the Knowledge of Community, threatened (in writing) and neither Community nor any of its Subsidiaries has experienced any such labor related controversy, strike, slowdown, walkout or other work stoppage since January 1, 2015.

(c) Neither Community nor any of its Subsidiaries is a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices. Each of Community and its Subsidiaries is in material compliance with all applicable Laws relating to labor, employment, termination of employment or similar matters, including but not limited to Laws relating to discrimination, disability, classification of workers, labor relations, hours of work, payment of wages and overtime wages, pay equity, immigration, workers compensation, working conditions, employee scheduling, occupational safety and health, family and medical leave, and employee terminations, and has not engaged in any unfair labor practices or similar prohibited practices.

(d) Except as Previously Disclosed in Section 4.30(d) of the Community Disclosure Schedule, there are no complaints, lawsuits, arbitrations, administrative proceedings, or other proceedings of any nature pending or, to the Knowledge of Community, threatened against Community or any of its Subsidiaries brought by or on behalf of any applicant for employment, any current or former employee, any Person alleging to be a current or former employee, any class of the foregoing, or any Governmental Authority, relating to any such Law, or alleging breach of any express or implied contract of employment, wrongful termination of employment, or alleging any other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(e) No executive officer or group of employees has informed Community or any of its Subsidiaries of his, her or their intent to terminate employment.

(f) No Person has claimed in writing, or to Community's Knowledge has valid reason to claim, that any employee or former employee of Community or any of its Subsidiaries (i) is in violation of any material term of any employment agreement, confidentiality agreement, non-competition agreement or any restrictive covenant with such Person; (ii) has improperly disclosed or utilized any trade secret, confidential or proprietary information or documentation belonging to such Person in connection with their employment; or (iii) has interfered in the employment relationship with such Person and any of its present or former employees in violation of any Law or enforceable agreement between such Person and the applicable employee.

(g) Community has made available to Parent and Citizens prior to the date of this Agreement a copy of all material written policies and procedures related to the employees of Community and its Subsidiaries and a written description of all material unwritten policies and procedures related to the employees of Community and its Subsidiaries.

(h) To Community's Knowledge, all employees of Community or any of its Subsidiaries are authorized to work in the United States of America. A Form I-9 has been properly completed and retained with regard to each such employee.

4.31 Trust Matters. Neither Community nor any of its Subsidiaries exercises trust powers, including, but not limited to, trust administration, and neither it nor any predecessor has exercised such trust powers for a period of at least three (3) years prior to the date hereof. The term "trusts" as used in this Section 4.31 includes (i) any and all common-law or other trusts between an individual, corporation or other entities and Community or any of its Subsidiaries or a predecessor, as trustee or co-trustee, including, without limitation, pension or other qualified or nonqualified employee benefit plans, compensation, testamentary, inter vivos, and charitable trust indentures; (ii) any and all decedents' estates where Community, or any of its Subsidiaries or a predecessor is serving or has served as a co-executor or sole executor, personal representative or administrator, administrator de bonis non, administrator de bonis non with will annexed, or in any similar fiduciary capacity; (iii) any and all guardianships, conservatorships or similar positions where Community, or any of its Subsidiaries or a predecessor is serving or has served as a co-grantor or a sole grantor or a conservator or co-conservator of the estate, or in any similar fiduciary capacity; and (iv) any and all agency and/or custodial accounts and/or similar arrangements, including plan administrator for employee benefit accounts, under which Community, or any of its Subsidiaries or a predecessor is serving or has served as an agent or custodian for the owner or other party establishing the account with or without investment authority.

4.32 Credit Card Operations.

(a) Neither Community nor any of its Subsidiaries

(i) originates, maintains or administers credit card accounts, other than pursuant to a Contract with TIB under which Community is an agent bank of TIB and cards are issued to customers by TIB; or

(ii) provides, or has provided, merchant credit card processing services to any merchants.

(b) Since January 1, 2015, all of the Credit Card Accounts (i) have been marketed by Community and (ii) to the Knowledge of Community, have been solicited, originated, maintained and serviced by TIB as agent bank for Community, in each case, in compliance in all material respects with all applicable policies and procedures of Community and its Subsidiaries, all applicable Laws, all applicable by-laws, rules and regulations of the relevant Credit Card Associations and all Contracts between TIB or its Affiliates, on the one hand, and the Community and any of its Subsidiaries, on the other hand, true and complete copies of which have been provided by Community to Parent and Citizens prior to the date hereof.

(c) All Credit Card Accounts are governed by Credit Card Account Agreements between TIB and each Cardholder, in one of the representative forms made available to Parent and Citizens prior to the date hereof. To the Knowledge of Community, all Credit Card Account Agreements are valid and legally binding obligations of the obligors

thereon, including any co-signer, guarantor or surety, are enforceable against such obligors in accordance with their respective terms (subject to the Bankruptcy and Equity Exception). To the Knowledge of Community, each of the receivables relating to or arising under each Credit Card Account arose from or in connection with a bona fide sale or loan transaction (including any amounts in respect of finance charges, annual fees and similar fees and charges assessed on the Credit Card Accounts), and none of such Credit Card Accounts is subject to offset, recoupment, make-whole, or other adjustment or liability or any other valid and cognizable claim or defense of any obligor other than as may be permitted by applicable Law. To the Knowledge of Community, the interest rates, fees and charges applicable to the Credit Card Accounts comply with the applicable Credit Card Account Agreements and all legal and regulatory requirements and the by-laws, rules and regulations of the relevant Credit Card Associations.

(d) Since January 1, 2015, except to fulfill its obligations under a Contract with TIB, neither Community nor any of its Subsidiaries has transferred, delivered or granted access to its list of customers, or any part thereof, to any person engaged, directly or indirectly, in the marketing or issuance of any Credit Card. The Contracts between TIB and Community provide that each Cardholder is a customer of TIB (and not a customer of Community). Such

Contract contains an exclusivity requirement that restricts the conduct of, or the manner of conducting, the credit card operations by Community, (or, upon consummation of the Merger, of Parent, Citizens or any of their respective Affiliates).

(e) Without limiting the generality of the foregoing, neither Community nor any of its Subsidiaries has any Contract with TIB or any other credit card issuer that would prevent the Surviving Corporation from soliciting Community's customers to accept another credit card issued by or on behalf of the Surviving Corporation. The consummation of the transactions contemplated by this Agreement will not result in a breach or default, or in the acceleration of any payment or obligation or the termination of any right under, any Contract between Community and TIB.

4.33 Representations and Warranties. To the Knowledge of Community, the materials prepared by Community and made available in the data room to Parent and Citizens in the course of their due diligence investigation of Community contain no statements of material fact which are untrue. Except for the representations and warranties in this Article 4, neither Community nor any other Person makes any express or implied representation or warranty with respect to Community and its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Community hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, and except for the representations and warranties made by Community in this Article 4, neither Community nor any Person makes or has made any representation to Parent or any of Parent's Affiliates or representatives with respect to any oral or written information presented to Parent or any of Parent's Affiliates or representatives in the course of their due diligence investigation of Community (including any financial projections or forecasts), the negotiation of this Agreement or in the course of the transactions contemplated hereby. Community acknowledges and agrees that neither Parent nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article 5.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PARENT AND CITIZENS

Except as Previously Disclosed, Parent and Citizens, as applicable, hereby represent and warrant to Community as follows:

5.01 Corporate Organization.

(a) Parent is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of California. Citizens is a California state-chartered commercial bank duly organized and validly existing under the laws of the State of California. Each of Parent and Citizens has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Each of Parent and Citizens is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so qualified would not reasonably be expected, individually or in the aggregate a Parent Material Adverse Effect. Parent is duly registered as a bank holding company under the BHC Act.

(b) True, complete and correct copies of the Parent Articles and the Parent Bylaws, as in effect as of the date of this Agreement, have previously been publicly filed by Parent and made available to Community True, complete and correct copies of the Citizens Articles and the Citizens Bylaws, as in effect as of the date of this Agreement, have been made available to Community. The Parent Articles and Parent Bylaws and the Citizens Articles and Citizens Bylaws made available to Community are in full force and effect.

(c) The deposit accounts of Citizens are insured by the FDIC through the Deposit Insurance Fund to the fullest extent permitted by Law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or, to the Knowledge of Parent, threatened.

5.02 Capitalization.

(a) The authorized capital stock of Parent consists of (i) 225,000,000 shares of Parent Common Stock, of which, as of February 13, 2018 (the "**Parent Capitalization Date**"), 110,159,857 were issued and outstanding, and (ii) 20,000,000 shares of Parent Preferred Stock, none of which was outstanding as of the Parent Capitalization Date. As of Parent Capitalization Date, 583,880 shares of Parent Common Stock were authorized for issuance upon exercise of options issued pursuant to Parent's equity incentive plan. All of the issued and outstanding shares of Parent Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. As of the date of this Agreement, no Voting Debt of Parent is issued or outstanding. Except pursuant to this Agreement and the options described in this Section 5.02(a), Parent does not have and is not bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of Parent Common Stock, Parent Preferred Stock, Voting Debt of Parent or any other equity securities of Parent or any securities representing the right to purchase or otherwise receive any

shares of Parent Common Stock, Parent Preferred Stock, Voting Debt of Parent or other equity securities of Parent. There are no contractual obligations of Parent or any of its Subsidiaries (i) to repurchase, redeem or otherwise acquire any shares of capital stock of Parent or any equity security of Parent or its Subsidiaries or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of Parent or its Subsidiaries or (ii) pursuant to which Parent or any of its Subsidiaries is or could be required to register shares of Parent capital stock or other securities under the Securities Act. There are no voting trusts or other agreements or understandings to which Parent, any Subsidiary of Parent or, to the Knowledge of Parent, any of their respective officers or directors, is a party with respect to the voting of any Parent Common Stock, Parent Preferred Stock, Voting Debt or other equity securities of Parent. The shares of Parent Common Stock to be issued pursuant to the Merger will be duly authorized and validly issued and, at the Effective Time, all such shares will be fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

(b) All of the issued and outstanding shares of capital stock or other equity ownership interests of Citizens are owned by Parent, directly or indirectly, free and clear of any material Liens, and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. Citizens does not have or is not bound by any outstanding subscriptions, options, warrants, calls, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of Citizens or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of Citizens.

5.03 Authority; No Violation.

(a) Each of Parent and Citizens has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Merger or the other transactions contemplated hereby have been duly, validly and unanimously approved and this Agreement duly adopted by each of the Parent Board and the Citizens Board, and each of the Parent Board and the Citizens Board has determined that the Merger and the Parent Share Issuance, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of Parent and its shareholders. This Agreement has been duly and validly executed and delivered by Parent and Citizens and (assuming due authorization, execution and delivery by Community) constitutes the valid and binding obligation of Parent and Citizens, enforceable against Parent and Citizens in accordance with its terms (subject to the Bankruptcy and Equity Exception).

(b) Neither the execution and delivery of this Agreement, nor the consummation by Parent and Citizens, as applicable, of the Merger or the other transactions contemplated hereby, nor compliance by them with any of the terms or provisions of this Agreement, will (i) violate any provision of the Parent Articles, Parent Bylaws or similar documents of Parent's Subsidiaries (including Citizens), or (ii) assuming that the consents, approvals and filings referred to in Section 5.04 are duly obtained and/or made, (A) violate in any material respects any Law applicable to Parent, any of its Subsidiaries or any of their respective properties or assets or (B) violate or conflict with in any material respect, result in a

material breach of any provision of or the loss of any material benefit under, constitute a material default (or an event that, with notice or lapse of time, or both, would constitute a material default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Parent or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, franchise, permit, agreement, or other instrument or obligation to which Parent or any of its Subsidiaries is a party or by which any of them or any of their respective properties or assets is bound.

5.04 Consents and Approvals. Except for (a) any applicable filing with NASDAQ, (b) the filing with the SEC of a registration statement on Form S-4 that includes the Prospectus/Joint Proxy Statement, and declaration of effectiveness of the Form S-4, (c) filings of applications or notices with, and approvals or waivers by, the Federal Reserve Board, the FDIC and the CDBO, as may be required, and (d) Community's filing of a notice concerning the Merger with FINRA, no consents or approvals of or filings or registrations with any Governmental Authority are necessary in connection with the consummation by Parent or Citizens of the Merger and the other transactions contemplated by this Agreement. No consents or approvals of or filings or registrations with any Governmental Authority are necessary in connection with the execution and delivery by Parent of this Agreement.

5.05 Reports.

(a) Parent and each of its Subsidiaries have timely filed all reports, registration statements, proxy statements and other materials, together with any amendments required to be made with respect thereto (collectively, "**Parent Filings**"), that they were required to file since January 1, 2016 with the Regulatory Agencies and each other applicable Governmental Authority, and all other reports and statements required to be filed by them since January 1, 2016,, including any report or statement required to be filed pursuant to the Laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency or other Governmental Authority, and have paid all fees and assessments due and payable in connection therewith, and there are no material violations or exceptions in any such material report or statement that are unresolved as of the date hereof. As of their respective dates, each of such Parent Filings (i) complied in all material respects with all Laws and regulations enforced or promulgated by the Governmental Authority with which it was filed (or was amended so as to be in compliance promptly following discovery of any such noncompliance) and (ii) did not contain any untrue statement of a material fact. Parent has made available to Community true and correct copies of all such Parent Filings, including Citizens' Call Report for the period ending December 31, 2017

(b) An accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC by Parent pursuant to the Securities Act or the Exchange Act since January 1, 2016 (the "**Parent SEC Reports**") is publicly available. No such Parent SEC Report, at the time filed, furnished or communicated (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or

necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading, except that information filed as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all Parent SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto.

(c) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of NASDAQ.

5.06 Financial Statements. The financial statements of Parent and its Subsidiaries included (or incorporated by reference) in the Parent SEC Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Parent and its Subsidiaries; (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders' equity and consolidated financial position of Parent and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to recurring year-end audit adjustments normal in nature and amount); (iii) complied as to form, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto; and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. The books and records of Parent and its Subsidiaries have been maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements and reflect only actual transactions. As of the date hereof, KPMG LLP has not resigned (or informed Parent that indicated it intends to resign) or been dismissed as independent public accountants of Parent as a result of or in connection with any disagreements with Parent on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

5.07 Broker's Fees. Neither Parent nor any of its Subsidiaries nor, to Parent's Knowledge, any of their respective officers or directors have employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or any other transactions contemplated by this Agreement, other than to Keefe, Bruyette, & Woods Inc.

5.08 No Parent Material Adverse Effect. Since January 1, 2017, no event, change or development or combination of changes or developments have occurred that has had or would reasonably be expected to have, either individually or in the aggregate, a Parent Material Adverse Effect.

5.09 Compliance with Applicable Law.

(a) Parent and each of its Subsidiaries hold, and have at all times since January 1, 2015 held, all licenses, franchises, permits and authorizations from Governmental Authorities which are necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to applicable Law (and have paid all fees and assessments due and payable in connection therewith) and, to the Knowledge of Parent, no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened.

(b) Parent and each of its Subsidiaries have complied in all material respects with, and are not in default or violation of,

(i) any applicable Law, including all Laws related to data protection or privacy, the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the CRA, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Truth in Savings Act, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Funds Transfer Act, the Flood Disaster Protection Act, the Military Lending Act, the Servicemembers Civil Relief Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Volcker Rule, any regulations promulgated by the Consumer Financial Protection Bureau, the U.S. Small Business Administration, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, the California Business and Professions Code, the California Financial Code and any other Law relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all legal requirements relating to the origination, sale and servicing of loans, and

(ii) any posted or internal privacy policies relating to data protection or privacy, including without limitation, the protection of personal information.

(c) Except as Previously Disclosed, neither Parent nor any of its Subsidiaries knows of, or has received from a Governmental Authority since January 1, 2015, notice of, any defaults or violations of any applicable Law relating to Parent or any of its Subsidiaries.

(d) To the Knowledge of Parent, neither Parent nor any of its Subsidiaries has engaged in any unfair, deceptive or abusive acts or practices in violation of applicable Law, including the rules promulgated by the Consumer Financial Protection Bureau, and there are no allegations, claims or disputes to which Parent or any of its Subsidiaries is a party that allege, or to the Knowledge of Parent, no Person has threatened or threatens to allege, that Parent or any of its Subsidiaries has engage in any unfair, deceptive or abusive acts or practices in violation of applicable Law, including the rules promulgated by the Consumer Financial Protection Bureau.

(e) To the Knowledge of Parent, there do not exist any facts or circumstances that would cause Parent or any of its Subsidiaries to be deemed to be operating in violation in any material respect of the Bank Secrecy Act, the USA PATRIOT Act, any order issued with respect to anti-money laundering by OFAC, or any other applicable anti-money laundering Law, as well as the provisions of the Bank Secrecy Act/anti-money laundering program adopted by Parent or its Subsidiaries. The Parent Board has adopted and implemented a Bank Secrecy Act/anti-money laundering program that also meets the requirements of the USA PATRIOT Act and the regulations thereunder, and Parent has not received written notice from any Governmental Authority that such program has been deemed ineffective in meeting the four pillars requirements: (1) development of internal policies, procedures and related controls, (2) designation of a BSA Officer, (3) thorough and ongoing training, and (4) independent review for compliance. Each of Parent and its Subsidiaries has complied in all material respects with any

requirements to file reports and other necessary documents as required by the USA PATRIOT Act and the regulations thereunder.

(f) To the Knowledge of Parent, there do not exist any facts or circumstances that would cause Parent or any of its Subsidiaries to be deemed not to be in satisfactory compliance in any material respect with the applicable privacy of customer information requirements contained in any federal and state privacy Laws, including without limitation, in Title V of the Gramm-Leach-Bliley Act of 1999 and the regulations promulgated thereunder, as well as the provisions of the information security program adopted by Parent and its Subsidiaries. To Parent's Knowledge, since January 1, 2015, no non-public customer information has been disclosed to or accessed by an unauthorized third party in a manner that would cause Parent or any of its Subsidiaries to undertake any remedial action. No claims are pending and, to its Knowledge, no claims have been asserted or threatened against Parent or any of its Subsidiaries or are likely to be asserted or threatened against Parent or any of its Subsidiaries by any Person alleging a violation of such Person's privacy, personal or confidentiality rights under any such Laws, policies or procedures. With respect to all personal information described herein, Parent has taken all steps reasonably necessary (including implementing and monitoring compliance with measures with respect to technical and physical security) to protect the information in a manner consistent in all material respects with the Laws, policies or procedures referred to herein.

(g) Neither Parent nor any of its Subsidiaries, nor, to the Knowledge of Parent, any of their respective directors, officers, agents, employees or any other Persons acting on their behalf, (i) has violated the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1 et seq., as amended, or any other similar applicable foreign, federal or state legal requirement, (ii) has made or provided, or caused to be made or provided, directly or indirectly, any payment or thing of value to a foreign official, foreign political party, candidate for office or any other Person while knowing or having a reasonable belief that the Person will pay or offer to pay the foreign official, party or candidate, for the purpose of influencing a decision, inducing an official to violate their lawful duty, securing an improper advantage, or inducing a foreign official to use their influence to affect a governmental decision, (iii) has paid, accepted or received any unlawful contributions, payments, expenditures or gifts, (iv) has violated or operated in noncompliance with any export restrictions, money laundering Law, anti-terrorism Law or regulation, anti-boycott regulations or embargo regulations or (v) is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

(h) None of Parent, any of its Subsidiaries or, to the Knowledge of Parent, any director, officer, agent, employee, Affiliate or other Person on behalf of Parent or its Subsidiaries, is (a) engaged in any services (including financial services), transfers of goods, software or technology, or any other business activity related to (i) any Sanctioned Countries, (ii) the government of any Sanctioned Country, (iii) any Person located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (iv) any Person made subject of Sanctions, (b) engaged in any transfers of goods, technologies or services (including financial services) that may assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States Law, (c) is a Person currently the subject of any Sanctions or (d) located, organized or resident in any Sanctioned Country.

(i) Neither Parent nor any of its Subsidiaries:

(i) provides investment management, investment advisory or sub-advisory services to any person, including management and advice provided to separate accounts and participation in wrap fee programs, and that is required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended; or

(ii) is, or is required to be registered as, a broker-dealer, a commodity trading advisor, commodity pool operator, futures commission merchant or introducing broker under any applicable Laws.

(j) To the Knowledge of Parent, Parent does not accept deposits from, has not originated any Loan to and does not otherwise transact business with any Person engaged in the manufacture, production, distribution, sale, or other dispensation of marijuana. To the Knowledge of Parent, no borrower under any Loan (i) is engaged in the manufacture, production, distribution, sale or other dispensation of marijuana or (ii) leases any assets to any Person engaged in the manufacture, production, distribution or dispensation of marijuana. To the Knowledge of Parent, Parent has timely and properly filed all mandatory Suspicious Activity Reports related to marijuana and has complied with applicable guidance related to marijuana banking from any Governmental Entity.

(k) Except as Previously Disclosed, neither Parent nor any of its Subsidiaries is subject to any cease-and-desist or other order or other enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty or other fines by, or has received any supervisory letter from, or has adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Authority (each, a "**Parent Regulatory Agreement**"), nor has Parent or any Parent Subsidiary been advised since January 1, 2015 by any Governmental Authority that it is considering issuing, initiating, ordering or requesting any such Regulatory Agreement. To Parent's Knowledge, Parent and each of its Subsidiaries are in compliance with each Regulatory Agreement to which it is party or subject, and neither Parent nor any of its Subsidiaries has received any notice from any Governmental Authority indicating that either Parent or any of its Subsidiaries is not in compliance with any such Regulatory Agreement. There is no unresolved violation, criticism or exception by any Governmental Authority with respect to, nor is there any unpaid civil money penalty, fine, restitution or other amounts otherwise due and payable under, any Regulatory Agreement.

(l) As of December 31, 2017, Parent and Citizens are each "well-capitalized" (as that term is defined in the relevant regulations of the institution's primary banking regulator).

(m) Except as Previously Disclosed, Parent is in compliance in all material respect with the applicable provisions of the CRA and the regulations promulgated thereunder. Except as Previously Disclosed, Parent has not received a CRA rating of less than "satisfactory" in any of its three (3) most recently completed exams. Parent has no Knowledge that its compliance under the CRA should constitute grounds for either the denial by any Governmental Authority of any application to consummate the transactions contemplated by this Agreement or

the imposition of a materially burdensome condition in connection with the approval of any such application, or the existence of any fact or circumstance or set of facts or circumstances which would reasonably be expected to result in Parent having its current rating lowered. Except as Previously Disclosed, (i) neither Parent nor any of its Subsidiaries is subject to any agreement, undertaking, order, directive, liability, or any other commitment or obligation with any Governmental Authority or any other Persons (including any third party group representing community interests) regarding or otherwise relating to Parent's policies, practices or relations with customers, vendors or clients or any other CRA-related matter (each, a "**Parent CRA Agreement**"), (ii) neither Parent nor any of its Subsidiaries has been advised since January 1, 2015 by any Governmental Authority or other Persons that it is considering issuing, initiating, ordering, or requesting, as applicable, any such Parent CRA Agreement; (iii) Parent and each of its Subsidiaries are in compliance with each Parent CRA Agreement to which it is party or subject, and neither Parent nor any of its Subsidiaries has received any notice from any Governmental Authority or other Persons indicating that either Parent or any of its Subsidiaries is not in compliance with any such Parent CRA Agreement; (iv) there is no unresolved violation, criticism, claim, liability or exception by any Governmental Authority with respect to any Parent CRA Agreement; and (v) Parent has not received any notice from, and does not have any Knowledge of, any third-party group representing community interests raising concerns or objections with respect to its policies, practices or relations with customers, vendors or clients, or the transactions contemplated by this Agreement.

5.10 Absence of Changes. Since January 1, 2017,

(a) Parent and its Subsidiaries have conducted their respective businesses only in the ordinary and usual course of the businesses consistent with past practices;

(b) no damage, destruction or other casualty loss (whether or not covered by insurance) that may involve a loss of more than $1,000,000 has been experienced by Parent or any of its Subsidiaries to Parent's Knowledge; and

(c) except as Previously Disclosed, there has been no direct or indirect redemption, purchase or other acquisition by Parent or any of its Subsidiaries of any equity securities and no declaration, setting aside or payment of any dividend or other distribution on or in respect of any Parent Common Stock, whether consisting of money other personal property, real property or other things of value.

5.11 IT Systems. All information technology and computer systems and services (including software, information technology and telecommunication hardware and other equipment) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or necessary to the conduct of Parent's and its Subsidiaries' business (collectively, **"Parent IT Systems**") have been properly maintained, stored, operated and processed by technically competent personnel, in accordance with standards set by the manufacturers or otherwise in accordance with standards prudent in the industry (including strong passwords), to ensure proper operation, monitoring and use. The Parent IT Systems are in material compliance with regulatory standards and guidelines as required by applicable Law. Parent has commercially reasonable disaster recovery plans, procedures and facilities for its business and

has taken commercially reasonable steps to safeguard Parent IT Systems. Parent IT Systems are in good working condition to effectively perform all information technology operations necessary to conduct consolidated business. Neither Parent nor any of its Subsidiaries has experienced within the past three (3) years any material disruption to, or material interruption in, its conduct of its business attributable to a defect, bug, breakdown, cyber or security breach or other failure or deficiency of the Parent IT Systems. Parent and each of its Subsidiaries has taken commercially reasonable measures to provide for the backup and recovery of the data and information necessary to the conduct of their businesses (including such data and information that is stored on magnetic or optical media in the ordinary course) without material disruption to, or material interruption in, the conduct of their respective businesses.

5.12 State Takeover Laws. No Takeover Laws are applicable to this Agreement or the transactions contemplated hereby. Parent does not have any shareholder rights plan, "poison pill" or similar plan or arrangement in effect.

5.13 Approvals. As of the date of this Agreement, Parent has no Knowledge why all regulatory approvals from any Governmental Authority required for the consummation of the transactions contemplated by this Agreement should not be obtained on a timely basis.

5.14 Parent Information. The information relating to Parent and its Subsidiaries that is provided by Parent or its representatives for inclusion in the Form S-4, or in any application, notification or other document filed with any other Regulatory Agency or other Governmental Authority in connection with the transactions contemplated by this Agreement, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Prospectus/Joint Proxy Statement relating to Parent and its Subsidiaries and other portions within the reasonable control of Parent and its Subsidiaries will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. The Form S-4 will comply in all material respects with the provisions of the Securities Act and the rules and regulations thereunder.

5.15 Legal Proceedings. Except as Previously Disclosed, there is no suit, action, investigation, claim, proceeding or review pending, or to the Knowledge of Parent, threatened against or affecting it or any of its Subsidiaries or any of the current or former directors or executive officers of it or any of its Subsidiaries and there are no facts or circumstances that would reasonably be expected to result in any claims against Parent or any of its Subsidiaries that would reasonably be expected to have, either individually or in the aggregate, a Parent Material Adverse Effect. There is no outstanding injunction, order, writ, award, judgment, settlement, arbitration ruling, decree or regulatory restriction imposed upon or entered into by Parent, any of its Subsidiaries or the assets of it or any of its Subsidiaries that would reasonably be expected to have, either individually or in the aggregate, a Parent Material Adverse Effect.

5.16 Accounting and Internal Controls.

(a) The records, systems, controls, data and information of Parent and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Parent or its Subsidiaries or accountants (including all

means of access thereto and therefrom). Parent and its Subsidiaries have devised and maintain internal control over financial reporting (within the meaning of Rules 13a- 15(f) and 15d-15(f) under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Parent, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of Parent are being made only in accordance with authorizations of management and directors of Parent, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Parent's assets that could have a material effect on its financial statements. Parent has designed and implemented disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) of the Exchange Act) to ensure that material information relating to Parent and its Subsidiaries is made known to its management by others within those entities as appropriate to allow timely decisions regarding required disclosure and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and such disclosure controls and procedures are effective.

(b) Parent's management has completed an assessment of the effectiveness of its internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act for the year ended January 1, 2015, and such assessment concluded that such controls were effective. Parent has previously disclosed, based on its most recent evaluation prior to the date hereof, to its auditors and the audit committee of the Parent Board (A) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in its internal controls over financial reporting.

(c) Since January 1, 2015, except as Previously Disclosed, (A) neither Parent nor any of its Subsidiaries nor, to the Knowledge of Parent, any director, officer, auditor, accountant or representative of it or any of its Subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or written claim regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Parent or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or written claim that Parent or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (B) to Parent's Knowledge, no attorney representing Parent or any of its Subsidiaries, whether or not employed by it or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by it or any of its officers or directors to the Parent Board or any committee thereof or to any of its directors or officers.

5.17 Related Party Transactions. Except as Previously Disclosed, for ordinary course bank deposit and except for compensation arrangements of the type available to directors and employees of Parent or its Subsidiaries generally, there are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed

transactions or series of related transactions, between Parent or any of its Subsidiaries, on the one hand, and any current or former director or officer of Parent or any of its Subsidiaries or any Person who beneficially owns (which, for purposes of this Agreement, shall be as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the Parent Common Stock (or any of such Person's immediate family members or Affiliates) (other than Subsidiaries of Parent) on the other hand.

5.18 Taxes.

(a) Parent and each of its Subsidiaries (i) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them and all such filed Tax Returns are true, complete and accurate in all material respects; (ii) have paid in full all Taxes that are required to be paid or made adequate provision in the financial statements of Parent; (iii) have withheld from amounts owing to any employee, independent contractor, creditor or third party all amounts that Parent or any of its Subsidiaries is obligated to have withheld and have timely paid such withheld amounts to the relevant Tax authority; and (iv) have disclosed and reserved for any uncertain Tax positions.

(b) To Parent's Knowledge, none of the Tax Returns of Parent or any of its Subsidiaries are currently under any audit, suit, proceeding, examination or assessment by the IRS or the relevant state, local or foreign Tax authority and neither Parent nor any of its Subsidiaries has received written notice from any Tax authority that an audit, suit, proceeding, examination or assessment in respect of such Tax Returns or matters pertaining to Taxes are pending or threatened.

(c) No deficiencies for any Taxes have been asserted or assessments made against Parent or any of its Subsidiaries that have not been paid or resolved in full. No claim has been made in writing during the past five (5) years against Parent or any of its Subsidiaries by any Tax authorities in a jurisdiction where Parent or its Subsidiaries does not file Tax Returns that Parent or its Subsidiaries is or may be subject to taxation by that jurisdiction.

(d) Neither Parent nor any of its Subsidiaries has granted any waiver, extension or comparable consent regarding the application of the statute of limitations with respect to Taxes or Tax Return that has not expired, nor has any request for any such waiver or consent been made with respect to any statute of limitations that has not since expired.

(e) Parent is not, and during the past five (5) years has never been, a "United States real property holding corporation" within the meaning of Section 897 of the Code.

(f) No Liens for Taxes exist with respect to any of the assets of Parent or any of its Subsidiaries, except for Liens for Taxes not yet due and payable.

(g) Neither Parent nor any of its Subsidiaries has entered into any closing agreements, private letter rulings, technical advice memoranda or similar agreement or rulings with any Tax authority, nor have any been issued by any Tax authority.

(h) Neither Parent nor any of its Subsidiaries (A) is or has ever been a member of an affiliated, combined, consolidated or unitary Tax group for purposes of filing any

Tax Return, other than an affiliated, combined, consolidated or unitary Tax group of which Parent is or was the common parent, (B) has any liability for Taxes of any Person (other than Parent or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise, (C) is a party to or bound by any Tax sharing or allocation agreement or has any other current or potential contractual obligation to indemnify any Person (other than Parent or any of its Subsidiaries) with respect to Taxes, (D) has, or has ever had, a permanent establishment in any country other than the country of its organization, or (E) has granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(i) None of Parent, any of its Subsidiaries, or any Person acting on their behalf has applied for, been granted, or agreed to any accounting method change for which it will be required to take into account any adjustments pursuant to Section 481(a) of the Code (or any similar provisions of state, local or foreign Law) after the Closing Date, nor will Parent or any of its Subsidiaries (or their successor by merger) be required to take into account income after the Effective Time any items economically realized prior to the Effective Time.

(j) Parent and each of its Subsidiaries have complied in all material respects with all requirements to report information for Tax purposes to any individual or Tax authority, and have collected and maintained all material certifications and documentation in valid and complete form with respect to any such reporting obligation, including, without limitation, valid IRS Forms W-8 and W-9.

(k) Neither Parent nor any of its Subsidiaries has participated in any "reportable transactions" within the meaning of Treasury Regulations Section 1.6011-4(b).

(l) None of Parent or its Subsidiaries has been a "distributing corporation" or "controlled corporation" (i) in any distribution occurring during the last 30 months that was purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law) or (ii) in any distribution that could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) of which the Merger is a part.

5.19 Parent Employee Benefit Plans.

(a) With respect to each employee benefit plan, program, policy, practice, Contract, or other arrangement providing benefits to any current or former employee, officer or director of Parent or any of its Subsidiaries (including Citizens) or any beneficiary or dependent thereof that is sponsored or maintained by Parent or any of its Subsidiaries or to which Parent or any of its Subsidiaries contributes or is obligated to contribute, including, without limitation, any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any equity purchase plan, option, equity bonus, phantom equity or other equity plan, profit sharing, bonus, retirement (including compensation, pension, health, medical or life insurance benefits), employment agreement, deferred compensation, excess benefit, incentive compensation, severance, change in control or termination pay, hospitalization or other medical or dental, life or other insurance (including any self-insured arrangements),

supplemental unemployment, salary continuation, sick leave or other leave of absence benefits, short- or long-term disability, or vacation benefits plan or any other agreement or policy or other arrangement providing employee benefits, employment-related compensation, fringe benefits or other benefits (whether qualified or nonqualified, funded or unfunded) (each a "Parent Benefit Plan"), Parent and its Subsidiaries have complied in all material respects, and are now in substantial compliance with all provisions of ERISA, the Code and all Laws and regulations applicable to such Parent Benefit Plans, and each Parent Benefit Plan has been administered in all material respects in accordance with its terms. All contributions required to be made prior to the date hereof to any Parent Benefit Plan by applicable Law or regulation or by any plan document or other contractual undertaking, and all premiums due and payable prior to the date hereof with respect to insurance policies funding any Parent Benefit Plan, have been timely made or paid in full. Except as would not reasonably be expected to result in any liability to Parent or any of its Subsidiaries, there are no pending or threatened claims (other than routine undisputed claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted, threatened or instituted, and to the Knowledge of Parent, no set of circumstances exists which may reasonably give rise to a claim or lawsuit against the Parent Benefit Plans, any fiduciaries thereof with respect to their duties to the Parent Benefit Plans or the assets of any of the trusts under any of the Parent Benefit Plans.

(b) No Parent Benefit Plan is a Multiemployer Plan or a Multiple Employer Plan; (ii) none of Parent and its Subsidiaries nor any of their respective ERISA Affiliates has, at any time during the last six years, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan; (iii) none of Parent and its Subsidiaries nor any of their respective ERISA Affiliates has incurred any Withdrawal Liability that has not been satisfied in full; and (iv) no Parent Benefit Plan is subject to Title IV or Section 302 of ERISA or to Sections 412 or 430 of the Code. None of Parent and its Subsidiaries has any liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof, except for health continuation coverage as required by Section 4980B of the Code or Part 6 of Title I of ERISA and at no expense to Parent and its Subsidiaries.

5.20 Insurance. Except as Previously Disclosed, (a) Parent and each of its Subsidiaries is, and at all times within five (5) years hereof each has been, insured with insurers and has insurance coverage adequate to insure against all risks normally insured against by companies reasonably consistent with industry practice, (b) neither Parent nor any of its Subsidiaries is in default under any policy of insurance or bond such that it could be cancelled, and all such insurance policies and bonds maintained by Parent or any of its Subsidiaries are in full force and effect and, except for expirations in the ordinary course, will remain so through and after the Closing, and (c) Parent and each of its Subsidiaries has filed claims with, or given notice of claims to, its insurers with respect to all material matters and occurrences for which it believes it has coverage.

5.21 Reorganization. To Parent's Knowledge, none of Parent or any of its Subsidiaries has taken or agreed to take any action, or is aware of any fact or circumstance, that would prevent or impede, or could reasonably be expected to prevent or impede, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

5.22 Representations and Warranties. To the Knowledge of Parent, the materials prepared by Parent and Citizens and made available in the data room to Community in the course of its due diligence investigation of Parent and Citizens contain no statements of material fact which are untrue. Except for the representations and warranties in this Article 5, neither Parent nor any other Person makes any express or implied representation or warranty with respect to Parent and its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Parent hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, and except for the representations and warranties made by Parent in this Article 5, neither Parent nor any Person makes or has made any representation to Community or any of Community's Affiliates or representatives with respect to any oral or written information presented to Community or any of Community's Affiliates or representatives in the course of their due diligence investigation of Parent (including any financial projections or forecasts), the negotiation of this Agreement or in the course of the transactions contemplated hereby. Parent acknowledges and agrees that neither Community nor any other Person has made or is making any express or implied representation or warranty other than those contained in Article 4.

ARTICLE 6

COVENANTS

6.01 Interim Operations. Except (a) as otherwise expressly required or permitted by this Agreement or as required by Law, (b) as Parent may approve in writing or (c) as set forth in Section 6.01 of the Community Disclosure Schedule, during the period from the date of this Agreement until the earlier of the Effective Time or termination of this Agreement in accordance with Article 8, Community shall, and shall cause each of its Subsidiaries to, (i) conduct its business in the ordinary course consistent with past practice in all material respects, (ii) use its commercially reasonable efforts to maintain and preserve intact its business organization and advantageous business relationships, and goodwill with Governmental Authorities, customers, suppliers, distributors, creditors, lessors, officers and employees and business associates and keep available the services of Community and its Subsidiaries' present employees and agents, (iii) maintain in full force and effect insurance comparable in amount and scope of coverage to that now maintained by it, and (iv) take no action that is intended to or would reasonably be expected to adversely affect or materially delay the ability of either Community or Parent to obtain any necessary approvals of any Governmental Authority required for the transactions contemplated hereby or to perform its covenants and agreements under this Agreement or to consummate the transactions contemplated hereby. Without limiting the generality of and in furtherance of the foregoing, from the date of this Agreement until the earlier of the Effective Time or termination of this Agreement in accordance with Article 8, except (A) as otherwise expressly required or permitted by this Agreement or as required by Law, (B) as Parent may approve in writing or (C) as set forth in Section 6.01 of the Community Disclosure Schedule, Community shall not and shall not permit any of its Subsidiaries to:

(a) (i) Issue, sell or otherwise permit to become outstanding, or dispose of or encumber or pledge, or authorize or propose the creation of, any additional shares of its capital stock, or securities convertible or exchangeable into, or exercisable for, any shares of its capital

stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities or receive a cash payment based on the value of any shares of such capital stock, (ii) permit any additional shares of its capital stock, or securities convertible or exchangeable into, or exercisable for, any shares of its capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities or receive a cash payment based on the value of any shares of such capital stock, to become be subject to new grant, or (iii) directly or indirectly adjust, split, combine, redeem, reclassify, purchase or otherwise acquire, any shares of its stock or other securities.

(b) 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, other than the declaration and payment of regular quarterly cash dividends not to exceed $0.50 per share made by Community to its shareholders on such payment dates (and based on such dividend record dates) as are consistent with Community's past practice.

(c) Except with respect to contracts relating to loans made in the ordinary course of business, amend or modify the material terms of, waive, release or assign any rights under, terminate, renew or allow to renew automatically, make any payment not then required under, fail to comply with or violate the terms of or enter into (i) any Material Contract, Lease, Regulatory Agreement, CRA Agreement, or any Contract that would be a Material Contract if it were in existence on the date hereof or other binding obligation that is material to Community and its Subsidiaries, taken as a whole, (ii) any restriction on the ability of Community or its Subsidiaries to conduct its business as it is presently being conducted or (iii) any Contract governing the terms of Community Common Stock or rights associated therewith or any other outstanding capital stock or any outstanding instrument of indebtedness, in each case which is not terminable at will or within sixty (60) calendar days or less notice without payment of any amount other than for products delivered or services performed through the date of termination.

(d) Except as Previously Disclosed on Section 6.01(d) of the Community Disclosure Schedule, sell, transfer, mortgage, lease, guarantee, encumber, license, let lapse, cancel, abandon or otherwise create any Lien on or otherwise dispose of or discontinue any of its assets, deposits, business or properties (other than sales pursuant to Section 6.01(p), which Section 6.01(p) will exclusively govern such sales), except for sales, transfers, mortgages, leases, guarantees, encumbrances, licenses, lapse, cancellation, abandonments or other dispositions or discontinuances in the ordinary course of business consistent with past practice and in a transaction that, together with other such transactions, does not exceed $100,000.

(e) Acquire (other than by way of foreclosures or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary course of business) all or any portion of the assets, business, deposits or properties of any other entity, except in the ordinary course of business and in a transaction that, together with other such transactions, is not material to it and its Subsidiaries, taken as a whole, and would not reasonably be expected to present a material risk that the Closing Date will be materially delayed or that any requisite regulatory approvals will not be obtained.

(f) Amend the Community Articles or the Community Bylaws, or similar governing documents of any of its Subsidiaries.

(g) Except as and when required under applicable Law or the terms of any Employee Benefit Plan in effect as of the date hereof (taking into account actions required by Section 6.14) or as Previously Disclosed on Section 6.01(g) of the Community Disclosure Schedule:

(i) increase in any manner the compensation, bonus or pension, welfare, severance or other benefits of any of the current or former directors, officers, employees or other service providers of Community or its Subsidiaries, except for ordinary course merit-based increases in the base salary of employees (other than directors) consistent with past practice or as set forth in Section 6.01(g)(ii) below,

(ii) grant, pay or agree to pay any annual, quarterly, monthly or other bonus or other incentive compensation (excluding any severance, retention, retirement or termination pay, which shall be subject to clause (v) of this Section 6.01(g) below), other than:

(A) any bonuses and other incentive compensation that are paid or payable by Community on a quarterly or monthly basis during the year ending December 31, 2018 consistent in all material respects with the Community Incentive and Commission Plan, and

(B) any bonuses and other incentive compensation that are payable by Community on an annual basis for the year ending December 31, 2017, or for services rendered by the employees Community identified on Section 6.01(g)(ii)(B) of the Community Disclosure Schedule between the date of this Agreement and the Effective Time of the Merger, shall not exceed, in the aggregate, the amounts accrued as of December 31, 2017 on the Community Financial Statements,

(iii) become a party to, establish, amend, alter a prior interpretation of in a manner that enhances rights or materially increases costs, commence participation in, terminate or commit itself to the adoption of any Employee Benefit Plan (including the Community Incentive and Commission Plan) or plan that would be an Employee Benefit Plan if in effect as of the date hereof, other than *de minimis* amendments in the ordinary course of business consistent with past practice or as required pursuant to the terms of such Employee Benefit Plan,

(iv) grant (or commit to grant) any new equity award,

(v) grant, pay or increase (or commit to grant, pay or increase) any severance, retention, retirement or termination pay, other than pursuant to (i) the Employee Benefit Plans in effect as of the date hereof as listed on Section 6.01(g)(v)(i) of the Community Disclosure Schedule; and (ii) a pool for retention payments to the Community employees (other than any Community employee listed on Section 6.01(g)(ii)(B) of the Community Disclosure Schedule) by Community to be mutually agreed upon by the Parties in an amount not exceeding the amount set forth in Section 6.01(g)(v)(ii) of the Community Disclosure Schedule, and provided further that, except for those individuals and those amounts specifically set forth on

Section 6.01(g)(v)(ii) of the Community Disclosure Schedule, no retention award or retention payment shall be made by Community pursuant to such retention pool unless the terms and conditions of such retention award and payment (including (A) the selection of each participant, (B) each participant's proposed retention payment amount, (C) the employment and other conditions that each participant must satisfy before payment is due and (D) the timing for each retention payment) have been approved by Parent,

(vi) accelerate the payment or vesting of, or lapsing of restrictions with respect to, any stock-based compensation (including the RSUs), long-term incentive compensation, deferred compensation or any bonus or other incentive or deferred compensation,

(vii) cause the funding of any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any Employee Benefit Plan,

(viii) terminate the employment or services of any executive officer other than for cause,

(ix) enter into any collective bargaining or other agreement with a labor organization,

(x) forgive or issue any loans to any current or former officer, employee or director of Community or its Subsidiaries, or

(xi) hire any officer, employee or other service provider except in the ordinary course of business consistent with past practices, including as a result of vacancies arising on or after the date hereof.

(h) Knowingly take, or omit to take, any action that would prevent or impede, or could reasonably be expected to prevent or impede, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(i) (i) Incur or guarantee any indebtedness for borrowed money, other than in amounts and at maturities in the ordinary course of business consistent with past practice, and provided further that the maturity period for any such indebtedness shall not exceed a period of ninety (90) days from the date of incurrence of such indebtedness or (ii) assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (other than the endorsement of checks, commercial paper, bankers acceptances and bank drafts in the ordinary course of business consistent with past practice).

(j) Enter into any new line of business or make any material change in any basic policies and practices with respect to pricing or risk profile of loans, deposits and services, liquidity management and cash flow planning, marketing, deposit origination, lending, budgeting, profit and tax planning, personnel practices or any other material aspect of Community's or its Subsidiaries' business or operations, except as required by Law or requested by any Governmental Authority;

(k) (i) Other than in accordance with the investment policies of Community or any of its Subsidiaries in effect on the date hereof or in securities transactions as provided in (ii) below, make any investment either by contributions to capital, property transfers or purchase of any property or assets of any Person, (ii) other than purchases of direct obligations of the United States of America or obligations of United States government agencies which are entitled to the full faith and credit of the United States of America, in any case with a remaining maturity at the time of purchase of one year or less, purchase or acquire securities of any type; or (iii) materially change the composition of the Investment Securities in its securities portfolio, including any changes in the credit quality or the duration of the Investment Securities; provided, however, that in the case of Investment Securities, Community may purchase Investment Securities if, within two (2) Business Days after Community requests in writing (which request shall describe in detail the investment securities to be purchased and the price thereof) that Parent consent to making of any such purchase, Parent has approved such request in writing (which consent will not be unreasonably withheld) or has not responded in writing to such request.

(l) Except as set forth in Section 6.01(l) of the Community Disclosure Schedule, enter into any settlement, compromise or similar agreement with respect to, any action, suit, claim, proceeding, order or investigation to which Community or any of its Subsidiaries is or become a party after the date of this Agreement, which settlement, compromise, agreement or action, suit, claim, proceeding, order or investigation that is settled in an amount and for consideration not in excess of $100,000 individually or $250,000 in the aggregate and that would not (i) impose any material restriction on the business of the Surviving Corporation or (ii) create adverse precedent for claims that are reasonably likely to be material to it or its Subsidiaries taken as a whole.

(m) Other than as determined to be necessary or advisable by Community in the good faith exercise of its discretion based on changes in market condition and subject in any event to clause (u) below of this Section 6.01, alter materially its interest rate or pricing fee or fee pricing policies with respect to depository accounts of any of its Subsidiaries or waive any material fees with respect thereto.

(n) Except as required by applicable Law or by a Governmental Authority, (i) implement or adopt any material change in its interest rate and other risk management policies, procedures or practices or (ii) fail to follow in all material respects, Community's or its applicable Subsidiary's existing policies or practices with respect to managing its exposure to interest rate and other risk.

(o) Grant or commit to grant any new extension of credit to (i) any existing obligor, if such extension of credit would equal or exceed (a) $5,000,000 if Community's aggregate relationship exposure to such obligor, including as a result of such extension, is less than $15,000,000 or (b) $2,500,000 if Community's aggregate exposure to such obligor equals or exceeds, or would equal or exceed, as a result of such credit extension, $15,000,000 or (ii) any new obligor if such extension of credit would equal or exceed $5,000,000 (in each case, consent shall be deemed granted if within three (3) Business Days of written notice delivered to Citizens' Chief Credit Officer or his designee, notice of objection is not received by Community).

(p) Sell any real estate owned, charge-off any assets, make any compromises on debt, release any collateral on loans or commit to do any of the foregoing, if such sale, charge-off, compromise or release would exceed $250,000 in the aggregate (consent shall be deemed granted if within three (3) Business Days of written notice delivered to Citizens' Chief Credit Officer or his designee, notice of objection is not received by Community).

(q) Renew or commit to renew any extension of credit that would equal or exceed: (i) $500,000 if rated Substandard; (ii) $1,000,000 if rated Special Mention; (iii) $5,000,000 if rated Pass (including Pass/Watch); (iv) $2,500,000 if the aggregate relationship exposure equals or exceeds $15,000,000 (consent shall be deemed granted if within three (3) Business Days of written notice delivered to Citizens' Chief Credit Officer or his designee, notice of objection is not received by Community).

(r) Purchase or commit to purchase any Loan or participation in any extension of credit, or make, acquire a participation in or reacquire an interest in a participation sold of any extension of credit, or renew or extend the maturity of any participation in any extension of credit.

(s) Enter into any securitizations of any Loans or create any special purpose funding or variable interest entity other than on behalf of clients.

(t) Invest in any mortgage-backed or mortgage related securities that would be considered "high-risk" securities under applicable regulatory pronouncements or enter into any derivatives transaction.

(u) (i) Solicit, accept, renew or roll over any brokered or listing service deposits with a maturity in excess of ninety (90) days;

(ii) except as provided in clause (iii) of this Section 6.01(u), solicit, accept, renew or roll over any ordinary commercial or consumer interest bearing deposit without a maturity or with a maturity of twelve (12) months or less, in each case, by offering an effective yield that exceeds the amount set forth in Section 6.01(u)(ii) of the Community Disclosure Schedule;

(iii) with respect to any of the customers identified in Section 6.01(u)(iii) of the Community Disclosure Schedule, solicit, accept, renew or roll over any ordinary commercial or consumer interest bearing deposit without a maturity or with a maturity of twelve (12) months or less from such customer by offering an effective yield that exceeds an amount equal to the amount shown in Section 6.01(u)(iii) of the Community Disclosure Schedule;

(iv) solicit, accept, renew or roll over any ordinary commercial or consumer interest bearing time deposit with a maturity in excess of twelve (12) months by offering an effective yield that exceeds the applicable rate for a deposit with the same maturity set forth in the Community deposit rate sheet in effect as of February 7, 2018, a true and complete copy of which is attached to Section 6.01(u)(iv) of the Community Disclosure Schedule (the "**Community Rate Sheet**");

(v) make any changes to the Community Rate Sheet (including any changes to any of the interest rates and the maturity dates set forth in the Community Rate Sheet) to the extent such changes affect or otherwise relate to ordinary commercial or consumer interest bearing time deposit with a maturity in excess of twelve (12) months, unless prior approval has been obtained in writing from Parent; and

(vi) grant any exception to clause (iv) of this Section 6.01(u) that would permit yields for ordinary commercial and consumer interest bearing time deposits with a maturity in excess of twelve (12) months in excess of the applicable rates set forth in the Community Rate Sheet, unless prior approval has been obtained in writing from Parent.

(v) Except as Previously Disclosed, make application for the opening, relocation or closing of any, or open, relocate or close any, branch office, loan production office or other office or operations facility.

(w) Except as set forth in Section 6.01(w) of the Community Disclosure Schedule, make any capital expenditures other than capital expenditures in the ordinary and usual course of business consistent with past practice; provided that such expenditures shall not exceed $100,000 individually or $250,000 in the aggregate.

(x) Pay, loan or advance any amount to, or sell, transfer or lease any properties, rights or assets (real, personal or mixed, tangible or intangible) to, or enter into any arrangement or agreement with, any of its officers or directors or any of their family members, or any Affiliates or associates (as defined under the Exchange Act) of any of its officers or directors, other than Loans originated in the ordinary course of business and, in the case of any such arrangements or agreements relating to compensation, fringe benefits, severance or termination pay or related matters, only as otherwise permitted pursuant to this Section 6.01.

(y) Make or commit to make any Loan or amend the terms of any Loan outstanding on the date hereof to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215)) of Community or any of its Subsidiaries or waive any rights with respect to any such Loan.

(z) Change its tax or accounting policies and procedures or any method or period of accounting unless required by GAAP or a Governmental Authority.

(aa) Change its fiscal year for tax or accounting purposes.

(bb) Other than as required by GAAP or any Governmental Authority, reduce any material accrual or reserve, including its allowance for loan and lease losses (which allowance at all times shall not be less than 1.29% of the outstanding balance of Total Loans), any contingency reserve, litigation reserve, or tax reserve, or change the methodology by which such accounts generally have been maintained in accordance with past practices.

(cc) Make any material change in any basic policies and practices with respect to loans, deposits and services, liquidity management and cash flow planning, marketing, deposit origination, lending, reserves for loan and lease losses, budgeting, profit and tax planning,

personnel practices or any other material aspect of its business or operations except as required by any Governmental Authority;

(dd) Grant any Person a power of attorney or similar authority.

(ee) Take title to any real property without conducting prior thereto an environmental investigation, which investigation shall disclose the absence of any suspected environmental contamination.

(ff) (i) Acquire direct or indirect control over any Person, whether by stock purchase, merger, consolidation or otherwise, or (ii) make any other investment either by purchase of securities (except the purchase of an Investment Security), contributions to capital, property transfers or purchase of any property or assets of any other Person, except, in either instance, in connection with a foreclosure of collateral or conveyance of such collateral in lieu of foreclosure taken in connection with collection of a loan in the ordinary course of business consistent with past practice and with respect to loans made to third parties who are not Affiliates of Community.

(gg) Except as may be required by any Governmental Authority, make or change any Tax elections, change or consent to any change in its or its Subsidiaries' method of accounting for Tax purposes (except as required by applicable Tax Law), take any position on any Tax Return filed on or after the date of this Agreement, settle or compromise any Tax liability, claim or assessment, enter into any closing agreement, waive or extend any statute of limitations with respect to Taxes, surrender any right to claim a refund for Taxes, or file any amended Tax Return.

(hh) Make any charitable or similar contributions, except as Previously Disclosed or consistent with past practice and in amounts not to exceed, individually and in the aggregate, 110% of the total charitable contributions amount made by Community during the year ended December 31, 2017 (to be determined and pro-rated on a quarterly basis).

(ii) Issue any written communication to any employee of Community or its Subsidiaries related to employment benefits or compensation for post-Closing employment without the prior consent of Parent which shall not be unreasonably withheld or delayed;

(jj) Foreclose upon or otherwise take title to or possession or control of any real property without first obtaining a Phase I environmental report thereon; provided, however, that neither Community nor any of its Subsidiaries shall be required to obtain such a report: (i) where, after using commercially reasonable efforts, it is unable to gain access to the property, provided that Community has provided notice to Parent that it has been unable to gain such access and as a result intends to foreclose without obtaining a Phase I environmental report thereon; or (ii) with respect to any one- to four-family, non-agricultural residential property of five acres or less to be foreclosed upon unless it has reason to believe that such property contains hazardous substances known or reasonably suspected to be in violation of, or require remediation under, Environmental Laws.

(kk) Take any action or omit to take any action that is intended to or would reasonably be likely to result in (i) any of Community's 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, (ii) any of the conditions to the Merger set forth in Article VI not being satisfied or delayed, or (iii) a material violation or breach of any provision of this Agreement, except as may be required by applicable Law.

(ll) Agree to take, make any commitment to take, or adopt any resolutions of the Community Board in support of, any of the actions prohibited by this Section 6.01.

6.02 Parent Forbearance. Except as expressly permitted by this Agreement or with the prior written consent of Community or as required by applicable Law or policies imposed by any Governmental Authority, during the period from the date of this Agreement to the earlier of the Effective Time and the termination of this Agreement in accordance with Article 8, Parent shall not, and shall not permit any of its Subsidiaries to, (a) conduct its business other than in the ordinary course consistent with past practice in all material respects; (b) take any action that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated by this Agreement, (c) knowingly take, or omit to take, any action that would prevent or impede, or could reasonably be expected to prevent or impede, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code; (d) amend any of their respective Articles or Bylaws, in each case in a manner that would adversely affect the holders of Company Common Stock relative to and disproportionate to the all other holders of Parent Common Stock; (d) accept any offer from any third party involving Parent or any of its Subsidiaries in a business combination with such third party or entity, unless such offer is expressly conditioned upon the performance by Parent and Citizens (or their respective successor in interest) of all of their obligations under this Agreement (including payment of the Merger Consideration hereunder) in a manner such that holders of Community Common Stock entitled to receive Parent Common Stock and cash in the Merger would receive, on account of the shares of Parent Common Stock and cash that they would be entitled to receive in the Merger pursuant to the terms of this Agreement, subject to completion of the Merger, the same consideration in the business combination, if completed, as other holders of Parent Common Stock; (e) take, or omit to take, any action that is reasonably likely to result in any of the conditions to the Merger set forth in Article 7 not being satisfied.

6.03 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each of Community, Parent and Citizens agrees to cooperate with the other and use its reasonable best 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 on its part under this Agreement or under applicable Laws to consummate and make effective the Merger and the other transactions contemplated hereby as promptly as practicable, including the satisfaction of the conditions set forth in Article 7 hereof.

6.04 Access to Information

(a) The Parties agree that upon reasonable notice and subject to applicable Laws relating to exchange of information and in each case subject to the requirements that such requests or access shall not unreasonably interfere with the business or operations of the Party, it shall afford the other Party and its officers, employees, counsel, accountants and other authorized representatives reasonable access during normal business hours throughout the period prior to the Effective Time to its books, records, properties and personnel and to such other information as

such other Party may reasonably request and, during such period, the Parties, shall furnish to the other Party promptly all information concerning its business, properties and personnel as the other may reasonably request. Neither Community nor Parent, nor any of Parent's Subsidiaries shall be required to provide access to or to disclose information to the extent such access or disclosure would jeopardize the attorney-client privilege of such party or its Subsidiaries or contravene any Law or binding agreement entered into prior to the date of this Agreement. The Parties shall make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply. Parent and Citizens shall use commercially reasonable efforts to minimize any interference with Community's regular business operations during any such access to Community's property, books and records.

(b) As soon as reasonably practicable after they become available, but in no event more than twenty (20) days after the end of each calendar month ending after the date hereof and at least seven (7) Business Days before the Closing, Community will furnish to Parent and Citizens: (i) consolidated financial statements (including balance sheets, statements of operations and stockholders' equity) of as of and for such month then ended (including the month ended immediately prior to the Closing Date) (the "**Monthly Financial Statements**"); (ii) internal management reports showing actual financial performance against plan; (iii) to the extent permitted by applicable Law, any reports provided to the Community Board or any committee thereof relating to the financial performance and risk management of it or any of its Subsidiaries; and (v) a listing of all new and renewed loans and loan modifications, loan payoffs (meaning a closed paid note) and loan purchases with a balance of $250,000 or greater that were completed or made during the preceding month. Community shall also furnish to Parent and Citizens copies of all Call Reports that will be filed after the date hereof with any Regulatory Agencies, including all financial statements included in such Call Reports and any related work papers. Community shall also undertake all commercially reasonable efforts to complete the audit of its consolidated financial statements (including balance sheets, statements of operations and stockholders' equity) as of and for the year ended December 31, 2017 (the "**2017 Audited Financial Statements**"), as promptly as practicable and by no later than March 15, 2018. Each of the Monthly Financial Statements, the financial statements contained in any Call Report filed by Community after the date hereof, and 2017 Audited Financial Statements shall be prepared in accordance with GAAP and regulatory accounting principles and other applicable legal and accounting requirements, and reflect all period-end accruals and other adjustments. Such financial statements shall be accompanied by a certificate of Community's chief financial officer to the effect that such financial statements continue to reflect accurately, as of the date of the certificate, the financial condition of Community in all material respects. Such financial statements shall also reflect accruals for all Transaction Expenses incurred as of the date of such financial statements in accordance with GAAP.

(c) All nonpublic information and materials provided pursuant to this Agreement shall be subject to the provisions of the Confidentiality Agreement entered into between the Parties dated October 30, 2017 (the "**Confidentiality Agreement**").

(d) No investigation by a party hereto or its representatives shall affect or be deemed to modify or waive any representations, warranties or covenants of the other party set forth in this Agreement.

6.05 Regulatory Matters.

(a) The Parties shall reasonably cooperate with each other and use their respective commercially reasonable efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Authorities that are necessary or advisable to consummate the Merger and the other transactions contemplated by this Agreement as soon as reasonably possible, and to comply with the terms and conditions of all such permits, consents, approvals, and authorizations of all such third parties or Governmental Authorities; provided, however, any initial filings with Governmental Authorities in connection with the Merger shall be made by Parent and Citizens within thirty (30) calendar days after the date hereof. Each of Parent and Community shall, upon request, furnish to the other all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of Parent, Community or any of their respective Subsidiaries to any Governmental Authority in connection with the Merger and the other transactions contemplated by this Agreement. Community and Parent 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, all the non-confidential information relating to Community or Parent (excluding any confidential financial information relating to individuals), as the case may be, and any of their respective Subsidiaries, that appear in any filing made with, or written materials submitted to, any third party or 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 (collectively the "**Approvals**") of all third parties and Governmental Authorities necessary or advisable to consummate the Merger and the other transactions contemplated by this Agreement and each Party will keep the other reasonably apprised of the status of matters relating to such Approvals and the completion of the Merger and the other transactions contemplated by this Agreement.

(b) Notwithstanding the foregoing, nothing contained herein shall be deemed to require Parent or any of its Subsidiaries to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Authorities that would reasonably be likely, in each case following the Effective Time (but regardless when the action, condition or restriction is to be taken or implemented), to (i) have a Parent Material Adverse Effect or (ii) require Parent, Citizens or the Surviving Corporation to raise additional capital or accept any restrictions on its ability to operate its businesses, in each case, that would materially reduce the economic benefits of the transactions contemplated hereby to Parent and Citizens to such a degree that Parent and Citizens, in good faith after consultation with Community, would not have entered into this Agreement had such conditions, restrictions or requirements been known at the date hereof (any of clauses (i) or (ii), a "**Materially Burdensome Regulatory Condition**").

(c) From and after the date hereof until the earlier of the Effective Time or termination of this Agreement pursuant to Article 8, (i) the Parties shall use their respective commercially reasonable efforts to comply in all material respects with any commitments or

obligations under any Regulatory Agreement or CRA Agreement, and shall exercise their commercially reasonable efforts to resolve any unresolved violation, criticism or exception thereunder; (ii) to the extent permitted by applicable Law, the Parties shall keep each other informed of the status and progress of its compliance with any such CRA-related commitments or obligations; (iii) each Party shall promptly provide the other Parties of any notice, or other Knowledge of such Party, of any planned or threatened objection by any community group to the transactions contemplated hereby; and (iv) each Party shall cooperate with the other Parties to address and resolve any such protests as promptly as practicable, including by providing access to such information and employees of such Party as another Party may reasonably request.

6.06 Registration Statement.

(a) Community and Parent shall prepare and file with the SEC the Prospectus/Joint Proxy Statement (as defined below), and Parent shall prepare and file with the SEC the Registration Statement on Form S-4 to be filed with the SEC by Parent in connection with the issuance of shares of Parent Common Stock in the Merger (including the joint proxy statement and prospectus (the "**Prospectus/Joint Proxy Statement**") constituting a part thereof, the "**Registration Statement**"), as promptly as practicable after the date hereof. Each of Parent and Community shall, upon request, furnish to the other all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Prospectus/Joint Proxy Statement, the Registration Statement or any other statement, filing, notice or application made in connection therewith.

(b) Parent and Community each shall use its reasonable best efforts to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing, and promptly thereafter Community and Parent shall mail the Prospectus/Proxy Statement to the holders of Community Common Stock and Parent Common Stock as applicable. Parent shall reasonably promptly provide Community with copies of any written comments and advise Community of any oral comments with respect to the Registration Statement received from the SEC. Each Party shall cooperate and provide the other with a reasonable opportunity to review and comment on any amendment or supplement to the Registration Statement prior to filing such with the SEC.

(c) Community and Parent each agrees, for itself and its Subsidiaries, that (i) the Registration Statement will not, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case with respect to the information supplied or to be supplied by it or its Subsidiaries for inclusion or incorporation by reference in the Registration Statement, and (ii) the Prospectus/Joint Proxy Statement and any amendment or supplement thereto will not, at the date of mailing to Community and Parent shareholders and at the time of the Community Shareholder Meeting and Parent Shareholder Meeting to be held in connection with the Merger, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case with respect to the information supplied or to be supplied by it or its Subsidiaries for inclusion or incorporation by reference in the Prospectus/Joint Proxy Statement. Community and

Parent will cause the Registration Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. Each of Community and Parent agrees that if such Party shall become aware prior to the Effective Time of any information furnished by such Party that would cause any of the statements in the Prospectus/Joint Proxy Statement to be false or misleading with respect to any material fact, or that would result in an omission to state any material fact necessary to make the statements therein not false or misleading, to promptly inform the other Party thereof and to take the necessary steps to correct the Prospectus/Joint Proxy Statement.

6.07 Community Shareholder Approval.

(a) Community shall take, in accordance with applicable Law and the Community Articles and Community Bylaws, all actions necessary to convene a duly called meeting or meetings of its shareholders (the "**Community Shareholder Meeting**") to be held as soon as reasonably practicable after the Registration Statement is declared effective (but in no event later than forty-five (45) days after the Registration Statement is declared effective) for the purpose of obtaining the Community Shareholder Approval.

(b) Except to the extent specifically contemplated in Section 6.09 in the case of a Community Change in Recommendation, the Community Board shall at all times prior to and during such Community Shareholder Meeting recommend such approval and shall use its commercially reasonable efforts to solicit and obtain from the shareholders of Community the Community Shareholder Approval (the "**Community Board Recommendation**"), including by communicating to its shareholders its recommendation (and including such recommendation in the Prospectus/Joint Proxy Statement) that they adopt and approve the plan of Merger set forth in this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, unless this Agreement has terminated in accordance with its terms, this Agreement and the Merger shall be submitted to Community's shareholders at the Community Shareholder Meeting whether or not (i) the Community Board shall have effected an Adverse Change of Recommendation or (ii) any Community Acquisition Proposal shall have been publicly proposed or announced or otherwise submitted to Community or any of its advisors. Community shall not, without the prior written consent of Parent, adjourn or postpone the Community Shareholder Meeting; provided that Community may, without the prior written consent of Parent, adjourn or postpone the Community Shareholder Meeting (A) if on the date on which Community Shareholder Meeting is originally scheduled, Community has not received proxies representing a sufficient number of shares of Community Common Stock to constitute a quorum necessary to conduct business at the Community Shareholder Meeting l, (B) after consultation with Parent, if the failure to adjourn or postpone Community Shareholder Meeting would reasonably be expected to be a violation of applicable Law for the distribution of any required supplement or amendment to the Proxy Statement, or (C) after consultation with Parent, for a single period not to exceed ten (10) Business Days, to solicit additional proxies if necessary to obtain the Community Shareholder Approval. Parent may require Community to adjourn, delay or postpone Community Shareholder Meeting once for a period not to exceed ten (10) Business Days (but prior to the date that is five (5) Business Days prior to the Outside Date) to solicit additional proxies necessary to obtain the Community Shareholder Approval. Once Community has established the record date for determining shareholders of Community entitled to vote at the Community Shareholder Meeting, Community shall not change such record date or establish a

different record date for the Community Shareholder Meeting without the prior written consent of Parent, unless required to do so by applicable Law or the Community Articles or Community Bylaws.

(c) Community shall engage a proxy solicitor reasonably acceptable to Parent to assist in the solicitation of proxies from shareholders relating to the Community Shareholder Approval. Community and Parent shall each use their commercially reasonable efforts to cause the Community Shareholder Meeting and the Parent Shareholder Meeting to be held within ten (10) Business Days of each meeting.

6.08 Parent Shareholder Approval. The Parent Board has resolved to recommend to Parent's shareholders that they approve the issuance of Parent Common Stock in connection with the Merger, and will submit to its shareholders the proposed issuance of the Parent Common Stock and any other matters required to be approved by its shareholders in order to carry out the intentions of this Agreement. Parent shall duly take, in accordance with applicable Law, the Parent Articles, and the Parent Bylaws, all action necessary to call, give notice of, convene and hold a meeting of its shareholders, as promptly as reasonably practicable after the S-4 is declared effective for the purpose of obtaining the Requisite Parent Vote (the "**Parent Shareholder Meeting**") (but in no event later than forty-five (45) days after the Registration Statement is declared effective). The Parent Board will use its reasonable best efforts to obtain from its shareholders the Parent Shareholder Approval, including by communicating to its shareholders its recommendation (and including such recommendation in the Prospectus/Joint Proxy Statement). Without limiting the generality of the foregoing, unless this Agreement has terminated in accordance with its terms, the issuance of Parent Common Stock in the Merger and any other matters required to be approved by Parent's shareholders in order to carry out the intentions of this Agreement shall be submitted to Parent's shareholders at the Parent Shareholder Meeting. Parent shall engage a proxy solicitor reasonably acceptable to Community to assist in the solicitation of proxies from shareholders relating to the Parent Shareholder Approval. Community and Parent shall each use their commercially reasonable efforts to cause the Community Shareholder Meeting and the Parent Shareholder Meeting to be held within ten (10) Business Days of each meeting.

6.09 No Solicitation.

(a) Community agrees that neither it nor any of its Subsidiaries nor any of the officers, directors or employees of it or its Subsidiaries shall, and that it shall cause its and its Subsidiaries' officers, directors, employees, agents, advisors, representatives (including any investment banker, attorney or accountant retained by it or any of its Subsidiaries) and Affiliates, not to, directly or indirectly:

(i) initiate, solicit, encourage or knowingly facilitate any inquiries with respect to, or the making of any proposal or offer that constitutes, or could reasonably be expected to lead to, a transaction to effect, (A) a merger, reorganization, share exchange, consolidation, business combination, recapitalization or similar transaction involving it or any of its Subsidiaries that, if consummated, would result in any Person (or the stockholders of such Person) beneficially owning 15% or more of any class of equity securities or any amount of securities representing 15% or more of the total voting power of it (or of the

surviving parent entity in such transaction) or of any of its Subsidiaries, or (B) any purchase or sale or other acquisition of 15% or more of the consolidated assets (including stock of its Subsidiaries) of it and its Subsidiaries, taken as a whole, or (C) any purchase or sale of, or tender or exchange offer for, or other acquisition of, its voting securities that, if consummated, would result in any Person (or the stockholders of such Person) beneficially owning 15% or more of any class of equity securities or any amount of securities representing 15% or more of the total voting power of it (or of the surviving parent entity in such transaction) or of any of its Subsidiaries, or (D) a liquidation, dissolution or winding up of it (any such proposal, offer or transaction in any of the preceding clauses (A), (B), (C) or (D) (other than a proposal or offer made by Parent or an Affiliate thereof) being hereinafter referred to as an "**Acquisition Proposal**"),

(ii) engage or enter into, continue or otherwise participate in any discussions with or provide any confidential information or data to any Person relating to, or engage in any negotiations concerning, or otherwise cooperate with or assist or participate in, or encourage or knowingly facilitate any such inquiries, proposals, discussions or negotiations or any effort or attempt to make an Acquisition Proposal or any other proposal that could reasonably be expected to lead to an Acquisition Proposal, or

(iii) approve, endorse or recommend, or propose to approve, endorse or recommend, or execute or enter into, any letter of intent, agreement in principle, merger agreement, asset purchase or share exchange agreement, option agreement or other similar agreement related to any Acquisition Proposal or propose or agree to do any of the foregoing.

(b) Subject to Section 6.09(c) below, Community will immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any persons other than Parent and Citizens with respect to any Community Acquisition Proposal and will, subject to applicable Law, (i) enforce any confidentiality or similar agreement relating to a Community Acquisition Proposal and (ii) within ten (10) Business Days after the date hereof, request and confirm the return or destruction of any confidential information provided to any Person (other than Parent and its Affiliates) pursuant to any such confidentiality or similar agreement.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the Community Board shall be permitted, at any time prior to the Community Shareholder Approval, and subject to compliance by Community with the other terms of this Section 6.09 and to Community first entering into a confidentiality agreement (a copy of which shall be provided to Parent) with the Person making the Acquisition Proposal described on terms no less restrictive to the counterparty than those contained in the Confidentiality Agreement and that expressly permits Community to comply with its obligations under this Section 6.09, to engage in discussions and negotiations with, or provide any nonpublic information or data to, any Person in response to an unsolicited bona fide written Acquisition Proposal by such Person made or renewed after the date of this Agreement and which the Community Board (i) concludes in good faith constitutes or is reasonably likely to result in a Superior Proposal and (ii) determines that engaging in such discussions and negotiations with, or providing such nonpublic information or

data to, such Person is necessary in order for the Community Board to comply with its fiduciary duties to its shareholders under applicable Law.

(d) Community shall notify Parent promptly (but in no event later than twenty four (24) hours) after receipt of any Acquisition Proposal, or any request for nonpublic information relating to Community or any of its Subsidiaries by any Person that informs Community or any of its Subsidiaries that it is considering making, or has made, an Acquisition Proposal, or any inquiry from any Person seeking to have discussions or negotiations with Community relating to a possible Acquisition Proposal or any other indication that any Person is considering making an Acquisition Proposal with respect to it. Such notice shall be made orally and confirmed in writing, and shall indicate the identity of the Person making the Acquisition Proposal, inquiry or request and the material terms and conditions of any inquiries, proposals or offers. Community shall also promptly, and in any event within twenty four (24) hours, notify Parent, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal or provides nonpublic information or data to any Person in accordance with Section 6.09(c) (and shall promptly provide to Parent copies of all material nonpublic information so provided not previously provided to Parent) and shall keep Parent promptly and fully informed of the status and terms of any such proposals, offers, discussions or negotiations on a current basis, including by providing within twenty four (24) hours of receipt, a summary of all material terms of such proposals or offers (including any material changes in any terms), together with copies of all such proposals or offers if in writing (including all draft agreements). At least five (5) Business Days prior to each meeting of the Community Board at which the Community Board shall consider and determine whether any offer constitutes a Superior Proposal, Community shall provide Parent with a written notice specifying the date and time of such meeting, the reasons for holding such meeting, the material terms and conditions of the offer that is the basis of the potential action by the Community Board (including a copy of any draft definitive agreement reflecting the offer) and the identity of the Person making the offer.

(e) Subject to Section 6.09(f), neither the Community Board nor any committee of either thereof shall:

(i) withdraw, modify or qualify the Community Board Recommendation in a manner adverse to Parent, or adopt a resolution to withdraw, modify or qualify the Community Board Recommendation in a manner adverse to Parent or take any other action that is or becomes disclosed publicly and which can reasonably be interpreted as indicating that the Community Board or any committee thereof does not support the Merger and this Agreement or does not believe that the Merger and this Agreement are in the best interests of its shareholders;

(ii) fail to reaffirm, without qualification, the Community Board Recommendation or fail to state publicly, without qualification, that the Merger and this Agreement are in the best interests of its shareholders within five (5) Business Days after Parent requests in writing that such action be taken;

(iii) fail to announce publicly within ten (10) Business Days after a tender offer or exchange offer relating to the Community Common Stock shall have been commenced, that it recommends rejection of such tender or exchange offer;

(iv) fail to issue within ten (10) Business Days after an Acquisition Proposal is publicly announced with respect to Community a press release announcing its opposition to such Acquisition Proposal;

(v) approve, endorse or recommend any such Acquisition Proposal with respect to Community; or

(vi) resolve to take any action described in clauses (i) through (v) of this sentence (each of the foregoing actions described in clauses (i) through (vi) of this sentence being referred to herein as a "**Community Change in Recommendation**").

(f) Notwithstanding anything to the contrary contained in this Agreement, at any time prior to the Community Shareholder Approval, the Community Board may effect a Community Change in Recommendation if:

(i) after the date of this Agreement, an unsolicited, bona fide written offer to effect a transaction of the type referred to in the definition of the term Superior Proposal is made to Community and is not withdrawn;

(ii) such unsolicited, bona fide, written offer was not obtained or made as a direct or indirect result of a breach of, or any action inconsistent with, this Agreement;

(iii) Community has complied with its obligations to provide notices to Parent of any Acquisition Proposal and other matters requiring notice under this Section 6.09;

(iv) at least two (2) Business Days prior to each meeting of the Community Board at which the Community Board shall consider and determine whether any such offer constitutes a Superior Proposal, Community provides the Parent with a written notice specifying the date and time of such meeting, the reasons for holding such meeting, the material terms and conditions of the offer that is the basis of the potential action by the Community Board (including a copy of any draft definitive agreement reflecting the offer) and the identity of the Person making the offer (it being agreed that any material change to the terms and conditions of such offer shall require a new notice and new two (2) Business Day period);

(v) the Community Board determines in good faith, after obtaining and taking into account the advice of a financial advisor of nationally recognized reputation and its outside legal counsel, that such offer constitutes a Superior Proposal;

(vi) the Community Board does not effect, or cause Community to effect, a Community Change in Recommendation at any time within three (3) Business Days after Parent receives written notice from Community confirming that the Community Board has determined that such offer is a Superior Proposal and intends to effect a Community Change in Recommendation;

(vii) during such five (5) Business Day period, if requested by Parent, Community engages in good faith negotiations with Parent to amend this Agreement in such a manner that the offer that was determined to constitute a Superior Proposal no longer constitutes a Superior Proposal;

(viii) at the end of such five (5) Business Day period, such offer has not been withdrawn and continues to constitute a Superior Proposal (taking into account any changes to the terms of this Agreement proposed by Parent as a result of the negotiations required by clause (vii) or otherwise); and

(ix) the Community Board reasonably determines in good faith, after obtaining and taking into account the advice of its outside legal counsel that, in light of such Superior Proposal, a Community Change in Recommendation is required in order for the Community Board to comply with its fiduciary duties to its shareholders under applicable Law.

(g) Nothing in this Section 6.09 (but subject to the terms set forth in Section 8.01) shall (i) permit Community to terminate this Agreement or (ii) affect any other obligation of Community under this Agreement. Unless this Agreement is terminated in accordance with its terms, Community shall not submit to the vote of its shareholders any Acquisition Proposal other than the Merger.

6.10 Takeover Laws. At all times prior to the Effective Time, Community and Parent (as to themselves) shall: (a) take all reasonable action necessary to ensure that no Takeover Law is or becomes applicable to this Agreement or the transactions contemplated hereby and thereby, including the Merger; and (b) if any Takeover Law becomes applicable to this Agreement or the transactions contemplated hereby or thereby, including the Merger, take all reasonable action necessary to ensure that the transactions contemplated by this Agreement, including the Merger, may be consummated as promptly as practicable on the terms contemplated hereby and otherwise to minimize the effect of such Takeover Law on this Agreement or the transactions contemplated hereby, including the Merger.

6.11 Schedule Updates. Not later than the tenth (10th) day of each calendar month between March 31, 2018 and the Closing Date, and at least seven (7) Business Days prior to the Closing (or with respect to matters requiring updating as of the Determination Date, on the Determination Date), Community shall provide to Parent and Citizens a supplemental Community Disclosure Schedule reflecting any required changes thereto between the date of this Agreement and the Closing Date which would have been required to be set forth or described in such disclosure schedule or which is necessary to correct any information in any Community representation or warranty or such disclosure schedule which has been rendered inaccurate thereby. Delivery of such supplemental disclosure schedules shall not cure a breach or modify a representation or warranty of this Agreement or for determining the satisfaction of any conditions to consummation of the transactions contemplated by this Agreement, or otherwise affect the respective rights, obligations, representations, warranties, covenants or agreements of the Parties hereto. Any information set forth in any one section of Community Disclosure Schedule shall be deemed to apply to each other applicable section or subsection of Community Disclosure Schedule, respectively, if its relevance to the information called for in such section or

subsection is reasonably apparent on its face notwithstanding the omission of any cross-reference to such other section.

6.12 Certain Policies. Immediately prior to the Effective Time and provided that Parent has confirmed in writing that all conditions to its obligations to effect the Merger have been satisfied or waived and that it is prepared to effect the Merger, Community shall, consistent with GAAP, the rules and regulations of the SEC and the rules and regulations of the CDBO, FDIC and applicable banking Law, modify or change its loan, other real estate owned, accrual, reserve, Tax, litigation and real estate valuation policies and practices (including loan classifications and levels of reserves) so as to be applied on a basis that is consistent with that of Citizens; provided, however, that unless the modification or changes would otherwise be necessary to be consistent with applicable Law or with regulatory accounting principles and GAAP, no such modification or change 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, or as an admission or acknowledgement by Community that any such modification or change is appropriate or required or that any financial statement or information previously provided by Community was incorrect in any respect.

6.13 Indemnification; Director's and Officer's Insurance.

(a) From and after the Effective Time, each of Parent and the Surviving Corporation shall indemnify and hold harmless each present and former director and officer of Community and its Subsidiaries (in each case, when acting in such capacity) (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 actions or omissions occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement, to the extent they are indemnified on the date hereof to the fullest extent permitted under applicable Law; and Parent and the Surviving Corporation shall also advance expenses as incurred to the fullest extent permitted under applicable Law; provided that the Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances (including to Citizens, as successor-in-interest to Community) if it is ultimately determined that such Indemnified Party is not entitled to indemnification. Further, Parent and the Surviving Corporation shall assume, perform and observe the obligations of Community under the Community Articles, the Community Bylaws and the agreements in effect as of the date of this Agreement and set forth in Schedule 6.13(a) of the Community Disclosure Schedule to indemnify those Persons who are or have been at any time been directors and officers of Community for their acts and omissions occurring at or prior to the Effective Time in their capacity as directors or officers.

(b) For a period of six (6) years from the Effective Time, Parent or the Surviving Corporation shall provide that portion of director's and officer's liability insurance ("**D&O Insurance**") that serves to reimburse the present and former officers and directors (determined as of the Effective Time) of Community with respect to claims against such directors and officers arising from facts or events which occurred at or before the Effective Time, which D&O Insurance shall contain at least the same coverage and amounts, and contain terms

and conditions no less advantageous to such officers and directors, as that coverage currently provided by Community; provided, however, that in no event shall Parent or the Surviving Corporation be required to expend in the aggregate for such six (6)-year period more than 300% of the current amount expended on an annual basis by Community to maintain or procure such D&O Insurance; provided, further, that if Parent or the Surviving Corporation is unable to maintain or obtain the D&O Insurance called for by this Section 6.13, Parent or the Surviving Corporation shall obtain as much comparable insurance as is available at a cost in the aggregate for such six (6)-year period up to 300% of the current annual premium; provided, further, that officers and directors of Community may be required to make application and provide customary representations and warranties to Parent or the Surviving Corporation's insurance carrier for the purpose of obtaining such D&O Insurance. In lieu of the foregoing, Parent shall or, with the prior written consent of Parent, Community may, purchase, at or prior to the Effective Time, a six (6)-year prepaid "tail" policy on terms and conditions providing substantially equivalent benefits as the current policies of the directors' and officers' liability insurance maintained by the Community and its Subsidiaries with respect to matters arising at or prior to the Effective Time, covering without limitation the Merger and the other transactions contemplated hereby, at an aggregate cost up to but not exceeding 300% of the current annual premium for such insurance (or as much comparable insurance as is available at a cost in the aggregate for such six (6) year period up to 300% of the current annual premium). If such prepaid "tail" policy has been obtained prior to the Effective Time, Parent shall cause such policy to be maintained in full force and effect, for its full term, and cause all obligations thereunder to be honored by Parent and the Surviving Corporation, and no other party shall have any further obligation to purchase or pay for insurance pursuant to this Section 6.13(b). If Parent or the Surviving Corporation or any of its successors or assigns shall (i) consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any other Person, then, and in each case, proper provision shall be made so that the successors and assigns of Parent and the Surviving Corporation shall assume the obligations set forth in this Section 6.13. The provisions of this Section 6.13 are (i) intended to be for the benefit of, and will be enforceable by, each Indemnified Party and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Indemnified Person may have by contract or otherwise.

(c) Any Indemnified Party wishing to claim indemnification under Section 6.13(a), upon learning of any claim, action, suit, proceeding or investigation described above, will promptly notify Parent or the Surviving Corporation thereof; provided that failure to so notify will not affect the obligations of Parent or the Surviving Corporation under Section 6.13(a) unless and to the extent that Parent or the Surviving Corporation is actually and materially prejudiced as a consequence. In the event of any such claim, action, suit, proceeding or investigation (whether arising before or after the Effective Time), (i) Parent or the Surviving Corporation shall have the right to assume the defense thereof and Parent and the Surviving Corporation shall not be liable to such Indemnified Party for any legal expenses or other counsel or any other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that none of Parent or the Surviving Corporation shall settle, compromise or consent to the entry of any judgment in any Claim for which indemnification has been sought by an Indemnified Party hereunder, unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liability arising out of such

Claim or such Indemnified Party otherwise consents in writing to such settlement, compromise or consent, (ii) the Indemnified Party will cooperate in the defense of any such matter, and (iii) Parent and the Surviving Corporation shall not be liable for any settlement effected without its prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that Parent and the Surviving Corporation shall not have any obligation hereunder to any Indemnified Party if and when a court of competent jurisdiction shall ultimately determine, and such determination shall have become final, that the indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable Law.

6.14 Employee Benefit Plans.

(a) Except as otherwise provided in this Agreement or pursuant to the terms of such Employee Benefit Plans, all Employee Benefit Plans of Community will be discontinued and employees of Community who become employees of Citizens on the Closing Date (such employees "**Continuing Employees**") shall become eligible for the employee benefit plans of Citizens beginning on the first day of the month immediately after the Closing Date on the same terms as such plans and benefits are generally offered from time to time to employees of Citizens in comparable positions with Citizens; provided, however, that Continuing Employees will be eligible to participate in any severance plans of Citizens immediately after the Closing Date on the same terms as such plans and benefits are generally offered from time to time to employees of Citizens in comparable positions with Citizens. Effective as of a date no later than the day immediately preceding the Closing Date, Community shall terminate its 401(k) Plan (the "**Community 401(k) Plan**") and shall provide Parent with evidence that the Community 401(k) Plan has been terminated (effective no later than the day immediately preceding the Closing Date) pursuant to resolutions of the Community Board. The form and substance of such resolutions shall be subject to the review and reasonable approval of Parent. Community shall also take such other actions in furtherance of terminating the Community 401(k) Plan as Parent may reasonably require. For purposes of determining such employees' eligibility and vesting (but not for benefit accruals) under the employee benefit plans of Citizens and entitlement to severance benefits and vacation entitlement (to the extent permitted by applicable Law), Citizens shall recognize such employees' years of service with Community beginning on the date such employees commenced employment with Community through the Closing Date. Citizens shall take any actions necessary to allow the former participants in the Community 401(k) Plan who become eligible to participate in Citizens' 401(k) Plan to make rollover contributions (but not including the rollover of participant loans) in accordance with the terms and conditions of Citizens' 401(k) Plan.

(b) Subject to the requirements of applicable Law, Citizens shall take such commercially reasonable actions as are necessary to cause the group health plan maintained by Citizens or an Affiliate thereof, and applicable insurance carriers, third party administrators and any other third parties, to the extent such group health plan is made available to employees of Community on or after the first day of the month immediately after the Closing Date, to (i) waive any evidence of insurability requirements, waiting periods, and any limitations as to preexisting medical conditions under the group health plan applicable to individuals who are employees of Community on the Closing Date and their spouses and eligible dependents (but only to the extent that such preexisting condition limitations did not apply or were satisfied under the group health plan maintained by Community prior to the Closing); and (ii) provide individuals who are

employees of Community on the Closing Date with credit, for the calendar year in which the Closing occurs, for the amount of any out-of-pocket expenses and copayments or deductible expenses that are incurred by them and their spouses and eligible dependents during the calendar year in which the Closing occurs under a group health plan maintained by Citizens or any of its Affiliates.

(c) Without limiting the generality of Section 9.07, the provisions of this Section 6.14 are solely for the benefit of the Parties to this Agreement, and no current or former employee, independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement. In no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any employee benefit plan, program, agreement or arrangement maintained or sponsored by Parent, Community or any of their respective Affiliates; (ii) alter or limit the ability of Parent or any of its Subsidiaries (including, after the Closing Date, the Surviving Corporation and its Subsidiaries) to amend, modify or terminate any Employee Benefit Plan, employment agreement or any other benefit or employment plan, program, agreement or arrangement after the Closing Date; (iii) confer upon any current or former employee, independent contractor or other service provider any right to employment or continued employment or continued service with Parent or any of its Subsidiaries (including, following the Closing Date, the Surviving Corporation and its Subsidiaries), or constitute; or (iv) create an employment or other agreement with any employee, independent contractor or other service provider. No provision of this Agreement will be deemed to change the "at will" status of any Continuing Employee.

6.15 Notification of Certain Matters. Each of Community and Parent shall give prompt notice to the other 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 it, to result in a Community Material Adverse Effect or Parent Material Adverse Effect, as the case may be; or (ii) would cause or constitute a material breach of any of its representations, warranties, covenants or agreements contained herein.

6.16 Third-Party Agreements.

(a) The Parties shall use commercially reasonable efforts to obtain (i) the consents or waivers required to be obtained from any third parties in connection with the Merger and the other transactions contemplated hereby (in such form and content as mutually agreed by the Parties) promptly after the date of this Agreement; and (ii) the cooperation of such third parties (including at Parent's request, with respect to the termination of Contracts following the Effective Time) to effect a smooth transition in accordance with the Parties' timetable at or after the Effective Time.

(b) Without limiting the generality of Section 6.16(a), each of the Parties shall use all commercially reasonable efforts to provide data processing, item processing and other processing support or outside contractors to assist in performing all tasks reasonably required to result in a successful conversion of the data and other files and records of Community and its Subsidiaries to Parent's and Citizens' production environment, in such a manner sufficient to ensure that a successful conversion will occur at the time (on or after the Effective Time) mutually agreed by the Parties, subject to any applicable Laws, including Laws regarding the

exchange of information and other Laws regarding competition. Among other things, Community shall:

(i) reasonably cooperate with Parent and Citizens to establish a mutually agreeable project plan to effectuate the conversion;

(ii) use its commercially reasonable efforts to have Community's outside contractors continue to support both the conversion effort and its ongoing needs until the conversion can be established;

(iii) provide, or use its commercially reasonable efforts to obtain from any outside contractors, all data or other files and layouts reasonably requested by Parent and Citizens for use in planning the conversion, as soon as reasonably practicable;

(iv) provide reasonable access to Community's personnel and facilities and, with the consent of its outside contractors, its outside contractors' personnel and facilities, to enable the conversion effort to be completed on schedule; and

(v) give notice of termination, conditioned upon the completion of the transactions contemplated by this Agreement, of the Contracts of outside data, item and other processing contractors or other third-party vendors to which Community or any of its Subsidiaries are bound when directed to do so by Parent or Citizens.

(c) Each of Parent and Citizens agrees that all actions taken pursuant to this Section 6.16 shall be taken in a manner intended to minimize disruption to the customary business activities of Community and its Subsidiaries.

(d) Community shall use its commercially reasonable efforts to obtain the consents, approvals or waivers from the agreements set forth in Section 6.16(d) of Community Disclosure Schedule and lessor estoppel certificates, in a form reasonably satisfactory to Parent, to all of Community Leased Property not earlier than twenty (20) calendar days nor later than five (5) calendar days prior to the Closing Date.

6.17 NASDAQ Listing. Prior to the Closing Date, Parent shall file with NASDAQ any required notices or forms with respect to the shares of Parent Common Stock to be issued in the Merger.

6.18 Press Releases. Community and Parent shall consult with each other before issuing any press release with respect to the Merger and this Agreement and (except with respect to a Community Change in Recommendation, subject to compliance with Section 6.09) and shall not issue any such press release or make any such public statements without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that a Party may, without the prior consent of the other Party (but after such consultation, to the extent practicable in 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 NASDAQ or the SEC. Community and Parent shall cooperate to develop all public announcement materials and make appropriate management available at presentations

related to the transactions contemplated by this Agreement as reasonably requested by the other Party.

6.19 Board Member Appointment. Effective as of the Effective Time, the Parent Board and the Citizens Board shall take all action necessary to appoint one individual serving as a director of Community on the date of this Agreement and set forth on Section 6.19 of the Community Disclosure Schedule, until his successor has been duly elected or appointed and qualified or until his earlier death, resignation or removal, in each case, in accordance with the Parent Articles and Parent Bylaws and the Citizens Articles and the Citizens Bylaws, as applicable. Subject to the fiduciary duties of the Parent Board, Parent shall include such individual on the list of nominees for directors presented by the Parent Board and for which the Parent Board shall solicit proxies at the first annual meeting of Parent following the Effective Time.

6.20 Section 16 Matters. The Parent Board shall, prior to the Effective Time, take all such actions as may be necessary or appropriate pursuant to Rule 16b-3(d) under the Exchange Act to exempt the conversion of shares of Community Common Stock into shares of Parent Common Stock pursuant to the terms of this Agreement by officers and directors of Community who may become and officer or director of Parent subject to the reporting requirements of Section 16(a) of the Exchange Act. In further of the foregoing, prior to the Effective Time, (i) the Parent Board shall adopt resolutions that specify (A) the name of each individual whose acquisition of shares of Parent Common Stock is to be exempted, (B) the number of shares of Parent Common Stock to be acquired by each such individual and (C) that the approval is granted for purposes of exempting the acquisition from Section 16(b) of the Exchange Act under Rule 16b-3(d) of the Exchange Act. Parent shall provide to Community and its counsel for its review (x) copies of such resolutions to be adopted by Parent Board prior to such adoption and (y) copies of such resolutions as adopted, and Community shall provide Parent with such information as shall be reasonably necessary for Parent's Board to set forth the information required in the resolutions of Parent Board.

6.21 Shareholder Litigation and Protests. Parent and Community shall each promptly notify the other Party in writing of any threatened or commenced litigation, or of any claim, controversy or contingent liability or any community-based protests that might reasonably be expected to be asserted or become the subject of litigation or regulatory review or filings with any Governmental Authority, against the notifying Party or affecting any of its properties, Subsidiaries or Affiliates and each of Parent and Community shall promptly notify the other Party of any legal action, suit or proceeding or judicial, administrative or governmental investigation, pending or, to the Knowledge of the notifying Party, threatened against the notifying Party (or any of its Subsidiaries) that questions or might question the validity of this Agreement or the transactions contemplated hereby, or any actions taken or to be taken by the notifying Party pursuant hereto or seeks to enjoin, materially delay or otherwise restrain the consummation of the transactions contemplated hereby or thereby. Each of Parent and Community shall give the other Party the opportunity to participate in the defense or settlement of any shareholder litigation against such Party or its directors or officers relating to the Merger or the other transactions contemplated by this Agreement. Neither Parent or Community, or any of their Subsidiaries, may enter into any settlement agreement in respect of any shareholder litigation against such Party or its directors or officers relating to the Merger or the other

transactions contemplated by this Agreement without such other Party's prior written consent (such consent not to be unreasonably withheld or delayed). For purposes of this Section 6.21, "participate" means that the non-litigating Party will be kept apprised of the proposed strategy and other significant decisions with respect to the litigation by the litigating Party (to the extent the attorney-client privilege, work product or other similar privilege between the litigating party and its counsel is not undermined or otherwise affected and to the extent permitted by law), and the non-litigating Party may offer comments or suggestions with respect to the litigation but will not be afforded any decision-making power or other authority over the litigation except for the settlement consent set forth above

ARTICLE 7

CONDITIONS TO CONSUMMATION OF THE MERGER

7.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each Party to effect the Merger is subject to the satisfaction or written waiver at or prior to the Effective Time of each of the following conditions:

(a) **Shareholder Approvals**. Community shall have obtained the Community Shareholder Approval, and Parent shall have obtained the Parent Shareholder Approval.

(b) **Regulatory Approvals**. (i) All consents, registrations, approvals, permits and authorizations required to be obtained prior to the Effective Time by Community or Parent or any of their respective Subsidiaries from the Federal Reserve Board, the FDIC and the CDBO which are necessary to consummate the Merger and (ii) any other consents, registrations, approvals, permits and authorizations from any Governmental Authority the failure of which to be obtained is reasonably likely to have, individually or in the aggregate, a Parent Material Adverse Effect or a Community Material Adverse Effect shall have been made or obtained (as the case may be) and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired, and none of such consents, registrations, approvals, permits and authorizations shall contain any Materially Burdensome Regulatory Condition.

(c) **Registration Statement**. The Registration Statement shall have become effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall have been issued, and no proceedings for that purpose shall have been initiated or be threatened, by the SEC.

(d) **NASDAQ Listing**. The shares of Parent Common Stock to be issued in the Merger pursuant to this Agreement shall have been approved for listing on the NASDAQ.

(e) **No Injunction**. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger or the other transactions contemplated by this Agreement.

(f) **Minimum Parent Common Stock Consideration**. The aggregate value of Parent Common Stock as of the Closing Date to be delivered to the holders of Shares must represent at least forty-two percent (42%) of the aggregate cash (including cash to be delivered to holders of Dissenting Shares) plus the value of aggregate Parent Common Stock delivered to the holders of Shares, in each case using the closing price of Parent Common Stock on the NASDAQ for the last trading day immediately prior to the Closing Date. Solely for purposes of this Section 7.01(f), holders of Dissenting Shares shall be deemed to receive an amount in cash for each Dissenting Share equal to the Cash Consideration plus the cash value of the Stock Consideration, with the cash value of the Stock Consideration determined solely for purposes of this Section 7.01(f), by multiplying (i) the Exchange Ratio by (ii) the closing price of Parent Common Stock on the NASDAQ for the last trading day immediately prior to the Closing Date. (it being understood that the actual amount that would be payable to any holders of Dissenting Shares following completion of an appraisal proceeding would be determined pursuant to such appraisal proceeding in accordance with the applicable provisions of the CGCL).

7.02 Conditions to Obligation of Community. The obligation of Community to consummate the Merger is also subject to the fulfillment or written waiver prior to the Effective Time of each of the following additional conditions:

(a) Representations and Warranties.

(i) The representations and warranties of Parent and Citizens set forth in Section 5.01(a) (Corporate Organization), the second sentence of Section 5.02 (Capitalization), Section 5.03 (Authority; No Violation), Section 5.07 (Broker's Fees) and Section 5.12 (Takeover Laws), shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any such representation or warranty is made only as of a specific date, in which event such representation and warranty shall be so true and correct as of such specified date); and

(ii) The representations and warranties of Parent and Citizens set forth in Section 5.08 (No Parent Material Adverse Effect) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date; and

(iii) The representations and warranties of Parent and Citizens set forth in this Agreement (other than the representations and warranties that are the subject of clause (i) and (ii) of this Section 7.02(a)) shall be true and correct in all respects (without giving effect to any "materiality," "Parent Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any such representation or warranty is made only as of a specific date, in which event such representation and warranty shall be so true and correct as of such specified date), except, in the case of this clause (iii), where the failure of any such representations and warranties to be so true and correct, in the aggregate, has not had, and would not reasonably be expected to have, a Parent Material Adverse Effect.

(b) **Performance of Obligations of Parent**. Each of Parent and Citizens shall have performed in all material respects all covenants and obligations required to be performed by it under this Agreement at or prior to the Effective Time.

(c) **Officer's Certificate**. Community shall have received at the Closing a certificate dated the Closing Date and validly executed on behalf of Community by the Chief Executive Officer or the Chief Financial Officer of Parent and Citizens certifying that the conditions specified in Sections 7.02(a) and 7.02(b).

(d) **No Material Adverse Effect**. Since the date hereof, no event shall have occurred or circumstance arisen that, individually or taken together with all other facts, circumstances or events, has had or is reasonably likely to have a Parent Material Adverse Effect.

(e) **Tax Opinion**. Community shall have received the opinion of Manatt, Phelps & Phillips, LLP, counsel to Community, dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify for U.S. federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Code. In rendering its opinion, Manatt, Phelps & Phillips, LLP may require and rely upon reasonable and customary representations contained in letters from each of Community, Citizens and Parent.

(f) **Board Member Appointment**. The Parent Board and the Citizens Board shall have taken all action necessary to appoint one director as set forth on Section 6.19 of the Community Disclosure Schedule as directors of Parent and Citizens, effective as of the Effective Time.

(g) **Voting Agreement.** Community shall have received, as of the date of this Agreement, a Voting Agreement in the form of Exhibit A-2 from the Vice Chairman of the Parent Board.

7.03 Conditions to Obligation of Parent and Citizens. The obligation of Parent and Citizens to consummate the Merger is also subject to the fulfillment or written waiver prior to the Effective Time of each of the following conditions:

(a) **Representations and Warranties**.

(i) The representations and warranties of Community set forth in Sections 4.01(a) (Corporate Organization), the first paragraph of Section 4.03 (Authority; No Violation), 4.07 (Broker's Fees), 4.13 (Opinion) and 4.10 (State Takeover Laws), shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any such representation or warranty is made only as of a specific date, in which event such representation and warranty shall be so true and correct as of such specified date);

(ii) The representations and warranties of Community set forth in the second and third sentence of Section 4.02(a) (Capitalization) and the first sentence of Section 4.02(b) (Capitalization), shall be (except to a *de minimis* extent) true and correct in all respects as

of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any such representation or warranty is made only as of a specific date, in which event such representation and warranty shall be so true and correct as of such specified date); and

(iii) The representations and warranties of Community set forth in Section 4.08(d) (No Community Material Adverse Effect) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date; and

(iv) The representations and warranties of Community set forth in this Agreement (other than the representations and warranties that are the subject of clauses (i), (ii) and (iii) of this Section 7.03(a)) shall be true and correct in all respects (without giving effect to any "materiality," "Community Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (unless any such representation or warranty is made only as of a specific date, in which event such representation and warranty shall be so true and correct as of such specified date), except, in the case of this clause (iii), where the failure of any such representations and warranties to be so true and correct, in the aggregate, has not had, and would not reasonably be expected to have, a Community Material Adverse Effect.

(b) **Performance of Obligations of Community**. Community shall have performed in all material respects all covenants and obligations required to be performed by it under this Agreement at or prior to the Effective Time.

(c) **Officer's Certificate**. Parent shall have received at the Closing a certificate dated the Closing Date and validly executed on behalf of Community by the Chief Executive Officer or the Chief Financial Officer of Community certifying that the conditions specified in Sections 7.03(a) and 7.03(b).

(d) **Minimum Financial Measures**. Parent shall have received satisfactory evidence that each of the following minimum financial threshold amounts has been met as of the Measurement Date:

(i) Adjusted Tier 1 Capital shall be equal to or greater than $355.0 million; and

(ii) Total Non-Maturity Deposits shall be equal to or greater than $2.1 billion.

(e) **Expense Report.** At least five (5) Business Days prior to the Closing Date, all attorneys, accountants, investment bankers and other advisors and agents for Community shall have submitted to Community estimates of their fees and expenses for all services rendered in any respect in connection with the transactions contemplated hereby and their reasonable estimates of the amounts of their fees and expenses they expect to incur up to and including the Closing Date. Community shall have prepared and submitted to Parent no later than five (5) Business Days prior to the Closing Date a final calculation of all Transaction Costs, certified by Community's Chief Financial Officer. Prior to the Closing Date (A) all advisors to

Community shall have submitted their final bills for such fees and expenses to Community for services rendered, and based on such summary, Community shall have prepared and submitted a final calculation of such fees and expenses, and (B) Community shall have accrued and paid (immediately prior to the Effective Time) the amount of such fees and expenses as calculated above, and (C) Community shall have used its commercially reasonable efforts to request from such advisors a release of Community, Parent and the Surviving Corporation from liability, or shall have advised them in writing that, upon payment in full of such amounts, they shall have no liability for any fees or expenses to such advisors incurred for services rendered prior to the Closing Date.

(f) **No Material Adverse Effect**. Since the date hereof, no event shall have occurred or circumstance arisen that, individually or taken together with all other facts, circumstances or events, has had or is reasonably likely to have a Community Material Adverse Effect.

(g) **Dissenting Shareholders**. Holders of not more than ten percent (10%) of the outstanding shares of Community Common Stock shall have duly exercised their dissenters' rights under Chapter 13 of the CGCL.

(h) **Tax Opinion**. Parent shall have received the opinion of Morrison & Foerster LLP, counsel to Parent, dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code. In rendering its opinion, Morrison & Foerster LLP may require and rely upon reasonable and customary representations contained in letters from each of Community, Citizens and Parent.

(i) **Directors' Resignations**. Parent shall have received the written resignation of each director of Community and each of its Subsidiaries (in such director's capacity as a director) effective as of the Effective Time.

(j) **Agreements of Directors and Certain Officers and Employees**. Parent shall have received, as of the date of this Agreement:

(i) a Voting Agreement in the form of Exhibit A-1 executed and delivered by each member of the Community Board and each of the officers of Community identified on Section 7.03(j)(i) of the Parent Disclosure Schedule;

(ii) a Non-Competition, Non-Solicitation and Non-Disclosure Agreement in substantially the form of Exhibit B-1 executed and delivered by each director of the Community Board (other than the independent directors of the Community Board identified on Section 7.03(j)(iii) of the Parent Disclosure Schedule);

(iii) a Non-Competition, Non-Solicitation and Non-Disclosure Agreement in substantially the form of Exhibit B-2 executed and delivered by each of the independent directors of the Community Board identified on Section 7.03(j)(iii) of the Parent Disclosure Schedule;

(iv) a Non-Competition, Non-Solicitation and Non-Disclosure Agreement in substantially the form of Exhibit B-3 executed and delivered by the executive officer of Community identified on Section 7.03(j)(iv) of the Parent Disclosure Schedule;

(v) a Non-Competition, Non-Solicitation and Non-Disclosure Agreement in substantially the form of Exhibit B-4 executed and delivered by the executive officer of Community identified on Section 7.03(j)(v) of the Parent Disclosure Schedule; and

(vi) a Non-Solicitation and Non-Disclosure Agreement in substantially the form of Exhibit B-5 executed and delivered by each of the executive officers of Community identified on Section 7.03(j)(vi) of the Parent Disclosure Schedule;

(k) **FIRPTA Certificate**. Community shall have delivered to Parent a properly executed statement from Community meeting the requirements of Treasury Regulations Sections 1.1445-2(c)(3) and 1.897-2(h)(1), dated as of the Closing Date.

ARTICLE 8

TERMINATION

8.01 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the shareholders of Community or Parent:

(a) by mutual consent of Parent, Citizens and Community at any time in a written instruction authorized by the Community Board, Parent Board and Citizens Board;

(b) by action of the Community Board or Parent Board, in the event that the Merger is not consummated by October 31, 2018 (the "**Outside Date**"); provided that the Outside Date may be extended to December 31, 2018 by either Parent or Community by written notice to the other party if the Closing shall not have occurred by such date, and on such date the conditions set forth in Section 7.01(b) have not been satisfied or waived and each of the other conditions to consummation of the Merger set forth in Article 7 has been satisfied, waived or remains capable of being satisfied, except to the extent that the failure of the Merger then to be consummated arises out of or results from the knowing action or inaction of the Party seeking to terminate pursuant to this Section 8.01(b) which action or inaction is in violation of its obligations under this Agreement;

(c) by action of the Community Board or Parent Board if the approval of any Governmental Authority required for consummation of the Merger or the other transactions contemplated by this Agreement shall have been denied by final and nonappealable action of such Governmental Authority, or an application thereof shall have been permanently withdrawn by mutual agreement of Parent and Community at the request or suggestion of a Governmental Authority; provided, however, that no party shall have the right to terminate this Agreement pursuant to this Section 8.01(c) if such denial shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants of such party under this Agreement;

(d) by action of the Community Board or Parent Board if the Community Shareholder Approval or Parent Shareholder Approval is not obtained at the duly convened Community Shareholder Meeting or Parent Shareholder Meeting, respectively;

(e) by action of the Community Board or Parent Board, if there shall have been a breach by the other Party of any of the covenants or agreements or any of the representations or warranties set forth in this Agreement on the part of such other Party, which breach, either individually or in the aggregate, would result in, if occurring or continuing on the Closing Date, the failure of the condition set forth in Sections 7.01, 7.02, or 7.03, as the case may be, and which breach has not been cured within thirty (30) days following written notice thereof (or such shorter period as remaining prior to the Outside Date) to the breaching Party or, by its nature, cannot be reasonably cured within such time period; provided further that the terminating Party is not then in material breach of any representation warranty, covenant or agreement which would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Sections 7.01, 7.02 or 7.03;

(f) at any time prior to the Community Shareholder Approval, by action of the Parent Board, in the event (i) Community shall have breached in any material respect Section 6.09; (ii) the Community Board shall have effected a Community Change in Recommendation;
(iii) at any time after the end of ten (10) Business Days following receipt of an Acquisition Proposal, the Community Board shall have failed to reaffirm its Community Board Recommendation as promptly as practicable (but in any event within five (5) Business Days) after receipt of any written request to do so by Parent; or (iv) a tender offer or exchange offer for outstanding shares of Community Common Stock shall have been publicly disclosed (other than by Parent or an Affiliate of Parent) and the Community Board recommends that its shareholders tender their shares in such tender or exchange offer or, within ten (10) Business Days after the commencement of such tender or exchange offer, the Community Board fails to recommend against acceptance of such offer;

(g) by action of the Community Board, prior to such time that the Community Shareholder Approval has been obtained, in order to enter into a definitive agreement providing for a Superior Proposal; provided that (i) such Superior Proposal shall not have resulted from any breach of Section 6.09, (ii) the Community Board, after satisfying all of the requirements set forth in Section 6.09, shall have authorized Community to enter into a binding written definitive acquisition agreement providing for the consummation of a transaction constituting a Superior Proposal; and (iii) such termination shall not be effective until Community has paid the Termination Fee required by Section 8.03(b) to Parent;

(h) by action of either the Parent Board or the Community Board, by written notice to other Party on the Business Day immediately following the Determination Date, effective as of the date that is five (5) Business Days following the date of such written notice, in the event that:

(i) The Parent Average Closing Price is less than $20.13 per share (with a proportionate adjustment in the event that outstanding shares of Parent Common Stock shall be changed into a different number of shares by reason of any stock dividend,

reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction between the date of this Agreement and the Determination Date); and

(ii) The number obtained by dividing the Parent Average Closing Price by the Initial Parent Stock Price is less than the number obtained by subtracting (A) the Index Ratio minus (B) 0.15.

If Community elects to terminate pursuant to this Section 8.01(h) and provides such written notice to Parent, then within two (2) Business Days following Parent's receipt of such notice, Parent may elect by written notice to Community to reinstate the Merger and the other transactions contemplated by this Agreement and (A) adjust the Exchange Ratio to equal a number equal to the lesser of (I) a quotient (rounded to the nearest one-thousandth), the numerator of which is $190.40 and the denominator of which is the Parent Average Closing Price and (II) a quotient (rounded to the nearest one-thousandth), the numerator of which is $190.40 and the denominator of which is the Parent Average Closing Price, multiplied by the Index Ratio, or (B) in the alternative, not adjust the Exchange Ratio, and, in lieu thereof, add an amount in cash to the Cash Consideration such that each holder of Community Common Stock would be entitled to receive, in respect of each share of Community Common Stock, the equivalent value, based on the Parent Average Closing Price, for each such share of Community Common Stock as such holder would have received had the Exchange Ratio been adjusted in accordance with clause (A). If Parent makes such election to reinstate the Merger and the other transactions contemplated by this Agreement, no termination will occur pursuant to this Section 8.01(h) and this Agreement will remain in effect according to its terms (except as the Merger Consideration has been adjusted).

For purposes of this Agreement, the following terms have the meanings indicated below:

"**Determination Date**" means the fifth (5th) Business Day immediately prior to the Closing Date.

"**Final Index Price**" means the 20-day average closing price of the KBW Regional Banking Index as quoted on Bloomberg (KRX:IND) as of the Determination Date.

"**Index Ratio**" means the Final Index Price divided by the Initial Index Price.

"**Initial Index Price**" means 115.81.

"**Initial Parent Stock Price**" means $23.68 per share.

"**Parent Average Closing Price**" means the 20-day volume weighted average closing price of a share of Parent Common Stock as quoted on NASDAQ as of the Determination Date.

If Parent or any company belonging to the KBW Regional Banking Index declares or effects a stock dividend, split-up, combination, exchange of shares or similar transaction between the date of this Agreement and the Determination Date, the prices for the common stock of such company will be appropriately adjusted for the purposes of applying this Section 8.01(h).

8.02 Effect of Termination. In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article 8, this Agreement shall become void and of no effect with no liability or further obligation of any kind on the part of any Party (or of any of its directors, officers, employees, agents, legal and financial advisors or other representatives), except (i) that Sections 6.04(c), 8.02, 8.03, and 9.04 through 9.11 shall survive any termination of this Agreement and (ii) that no such termination shall relieve any Party of any liability or damages resulting from any willful and intentional breach of this Agreement.

8.03 Fees and Expenses.

(a) All fees and expenses incurred in connection with the Merger, this Agreement, and the transactions contemplated by this Agreement (including costs and expenses of printing and mailing the Prospectus/Joint Proxy Statement) shall be paid by the Party incurring such fees or expenses, whether or not the Merger is consummated, except as otherwise provided in Section 8.03(b).

(b) Community shall pay a termination fee of $35,132,000 (the "**Termination Fee**") to Parent payable by wire transfer of immediately available funds to an account specified by Parent in the event of any of the following:

(i) If Parent shall terminate this Agreement pursuant to Section 8.01(f), Community shall pay the Termination Fee on the Business Day following such termination.

(ii) (A) If either Party shall terminate this Agreement pursuant to Section 8.01(b) or Section 8.01(d) in the event that the Community Shareholder Approval shall not have been obtained, or if Parent shall terminate this Agreement pursuant to Section 8.01(e) or if Community shall terminate this Agreement pursuant to Section 8.01(g); (B) at any time after the date of this Agreement and at or before the date of the Community Shareholder Meeting (or the date of termination, if applicable) an Acquisition Proposal (or an intention (whether or not conditional) to make an Acquisition Proposal), whether or not relating to an Acquisition Proposal received prior to the date hereof, shall have been made or renewed to Community or the Community Board or its shareholders and publicly announced or otherwise become publicly known, and (C) if within eighteen (18) months after the date of such termination of this Agreement, Community or any of its Subsidiaries executes any definitive agreement with respect to, or consummates, such Acquisition Proposal (substituting for purposes of this clause (C) "50%" for "15%" in the definition thereof), then Community shall pay Citizens the Termination Fee upon the first to occur of the date of execution of such definitive agreement or the date of the consummation of the transaction contemplated by such Acquisition Proposal.

(c) Community acknowledges that the agreements contained in Section 8.03(b) above are an integral part of the transactions contemplated by this Agreement, and that without such agreements Parent would not have entered into this Agreement, and that such amounts do not constitute a penalty. If Community fails to pay Parent any amounts due under Section 8.03(b) above within the time period specified therein, Community shall pay all costs and expenses (including attorneys' fees) incurred by Parent from the date such amounts were required to be paid in connection with any action, including the filing of any lawsuit, taken to

collect payment of such amounts, together with interest on the amount of any such unpaid amounts at the publicly announced prime rate of interest printed in The Wall Street Journal on the date such payment was required to be made.

(d) The Parties acknowledge and hereby agree that in no event shall Community be required to pay the Termination Fee on more than one occasion, whether or not such termination fee may be payable under more than one provision of this Agreement at the same or at different times and the occurrence of different events.

(e) Notwithstanding anything to the contrary set forth in this Agreement, in any circumstance in which Parent receives payment of the Termination Fee in accordance with Section 8.03, the receipt of the Termination Fee in such circumstance shall constitute the sole and exclusive remedy of Parent and Citizens against Community or any of its former, current or future shareholders, members, managers, directors, officers, employees, agents, affiliates or assignees for any and all losses and damages suffered or incurred as a result of the failure of the transactions contemplated by this Agreement to be consummated or for a breach or failure to perform hereunder (whether willfully, intentionally, unintentionally or otherwise) or otherwise arising out of, or directly or indirectly relating to, this Agreement, the negotiation, execution or performance hereof or the transactions contemplated hereby.

ARTICLE 9

MISCELLANEOUS

9.01 Survival. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, and agreements, shall survive the Effective Time other than Sections 6.13 and 6.14 and Article 9 herein. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreement, shall survive termination of this Agreement prior to the Effective Time other than Sections 6.04(c), 8.02, 8.03 and this Article 9 which shall survive such termination.

9.02 Waiver; Amendment. Prior to the Effective Time, any provision of this Agreement may be (a) waived in whole or in part by the Party benefited by the provision or by both Parties or (b) amended or modified at any time, by an agreement in writing between the Parties hereto executed in the same manner as this Agreement, except that after the Community Shareholder Approval is obtained, this Agreement may not be amended if it would reduce the aggregate value of the consideration to be received by Community shareholders in the Merger without any subsequent approval by such shareholders or be in violation of applicable Law.

9.03 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

9.04 Governing Law and Venue. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Laws

of the State of California, without regard to the conflict of law principles thereof. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the State of California solely in respect of the interpretation and enforcement of the provisions of this Agreement and the other documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such documents, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement and any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such California state or federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.06 or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof.

9.05 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.05. WITHOUT INTENDING IN ANY WAY TO LIMIT THE AGREEMENTS OF THE PARTIES SET FORTH IN SECTION 9.04 AND THIS SECTION 9.05, IF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION; PROVIDED THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A “PROVISIONAL REMEDY” AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

9.06 Notices. All notices, requests, instructions and other communications to be given hereunder by any Party to the other shall be in writing and shall be deemed given if personally delivered, telecopied (with confirmation), mailed by registered or certified mail, postage prepaid (return receipt requested) or emailed (with confirmation) to such Party at its address set forth below or such other address as such Party may specify by notice to the other Party; provided, that if given by email, such notice, request, instructions and other communication shall be confirmed within one Business Day by dispatch pursuant to one of the other methods described herein.

If to Community to:

Community Bank
460 Sierra Madre Villa Avenue
Pasadena, California 91107
Attention: David R. Misch
Facsimile: (626) 568-2299
Email: dmisch@cbank.com

With a copy to:

Manatt, Phelps & Phillips, LLP
One Embarcadero Center, 30th Floor
San Francisco, California 94111
Attention: Craig D. Miller, Esq.
Facsimile: (415) 291-7474
Email: cmiller@manatt.com

If to Parent or Citizens to:

CVB Financial Corp.
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Facsimile: (909) 481-2130
Email: anicholson@cbbank.com

With a copy to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Facsimile: (213) 892-5454
Email: bchung@mofo.com

9.07 Entire Understanding; No Third Party Beneficiaries. This Agreement (including the Community Disclosure Schedule and Parent Disclosure Schedule attached hereto and incorporated herein), the Voting Agreements and the Confidentiality Agreement constitute

the entire agreement of the Parties hereto and thereto with reference to the transactions contemplated hereby and thereby and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the Parties or their officers, directors, agents, employees or representatives, with respect to the subject matter hereof. Except for Section 6.13, 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.

9.08 Effect. No provision of this Agreement shall be construed to require Community or Parent or any Affiliates or directors of any of them to take any action or omit to take any action which action or omission would violate any applicable Law (whether statutory or common Law), rule or regulation.

9.09 Severability. Except to the extent that application of this Section 9.09 would have a Community Material Adverse Effect or a Parent Material Adverse Effect or would prevent, materially delay or materially impair the ability of Community or Parent to consummate the transactions contemplated by this Agreement, any term or provision of this Agreement which 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.

9.10 Enforcement of the Agreement. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its 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.

9.11 Assignment. Neither this Agreement nor any of the rights, interests or obligations of the Parties hereunder shall be assigned by either of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

[Remainder of this page intentionally left blank]

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.

CVB FINANCIAL CORP.

By: _____
Name: Christopher D. Myers
Title: President and Chief Executive Officer

CITIZENS BUSINESS BANK

By: _____
Name: Christopher D. Myers
Title: President and Chief Executive Officer

COMMUNITY BANK

By: _____
Name: David R. Misch
Title: Chief Executive Officer

Exhibit A-1
Form of Voting and Support Agreement

EXHIBIT A-1

VOTING AND SUPPORT AGREEMENT
(WITH REVOCABLE PROXY)

This VOTING AND SUPPORT AGREEMENT (WITH REVOCABLE PROXY) (this "**Agreement**") is made and entered into as of February 26, 2018 by and among CVB Financial Corp., a California corporation ("**Parent**"), the shareholder of Community Bank, a California state-chartered bank ("**Community**"), that is a signatory to this Agreement (the "**Shareholder**"), and solely for purposes of Sections 7 and 11, Community.

Recitals

A. Parent, Citizens Business Bank, a California state-chartered bank and wholly-owned subsidiary of Parent ("**Citizens**") and Community are concurrently entering into an Agreement and Plan of Reorganization and Merger (and as it may be amended, the "**Merger Agreement**"), dated as of the date of this Agreement, pursuant to which Community will merge (the "**Merger**") with and into Citizens, whereupon each issued and outstanding share of Community's common stock ("**Community Common Stock**") will be converted into the right to receive the consideration set forth in the Merger Agreement.

B. As a condition to their willingness to enter into the Merger Agreement, Parent and Citizens have required that each director and certain executive officers of Community, solely in his or her capacity as a shareholder and beneficial owner or record holder of Community Common Stock, enter into, and each has agreed to enter into, this Agreement.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, the parties hereby agree as follows:

1. Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to Parent as follows:

(a) Authority; No Violation. The Shareholder has all necessary power and authority to enter into and perform all of the Shareholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by the Shareholder (and the Shareholder's spouse, if the Shares (as defined below) constitute community property) and constitutes a valid and binding agreement of the Shareholder and such spouse, enforceable against the Shareholder and the Shareholder's spouse in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the general principles of equity. The execution, delivery and performance of this Agreement by the Shareholder will not violate any other agreement to which the Shareholder is a party, including any voting agreement, shareholders' agreement, trust agreement or voting trust.

(b) Ownership of Shares. As used in this Agreement, "**Shares**" means the shares of Community Common Stock which the Shareholder owns of record or beneficially and has the power to vote (for the avoidance of doubt, excluding any shares underlying unvested Community RSUs), including the shares of Community Common Stock owned of record or

beneficially, with power to vote, as of the date of this Agreement, which are listed on Schedule I hereto (the "**Existing Shares**") and the shares of Community Common Stock acquired by the Shareholder, with power to vote, after the date of this Agreement, including any shares acquired upon the vesting of Community RSUs held by Shareholder. The Existing Shares are owned by the Shareholder, subject to applicable community property laws, free and clear of all encumbrances, voting arrangements and commitments of every kind, except as would not restrict the performance of the Shareholder's obligations under this Agreement. The Shareholder represents and warrants that the Shareholder has sole or shared power to vote all Existing Shares.

2. Voting Agreement and Agreement Not to Transfer.

(a) From the date of this Agreement until the Termination Date (as defined in Section 9 below) (the "**Support Period**"), the Shareholder hereby agrees that, at any meeting of Community's shareholders (and at any adjournment or postponement thereof), however called, and in any action taken by written consent of Community's shareholders in lieu of a meeting, unless Parent otherwise exercises the Proxy (as defined below), the Shareholder will vote or cause to be voted all Shares held by the Shareholder as of the applicable voting record date:

(i) in favor of the approval of the principal terms of the Merger Agreement, the Merger, the other transactions contemplated by the Merger Agreement and any other matter that is required to be approved by Community's shareholders to facilitate the Merger;

(ii) against any action or agreement that to the knowledge of the Shareholder would result in a breach in any material respect of any covenant, representation or warranty or any other obligation or agreement of Community under this Agreement or the Merger Agreement; and

(iii) Except as otherwise contemplated or permitted by the Merger Agreement or otherwise consented to by Parent, against the following actions (other than the Merger and the transactions contemplated by the Merger Agreement): (A) any extraordinary corporate transactions, such as a merger, consolidation or other business combination involving Community; (B) any sale, lease or transfer of a material amount of the assets of Community; and (C) any other matter, to the extent that such matter requires a Community shareholder vote, that to the knowledge of the Shareholder could be reasonably expected to materially impede, interfere with, delay, postpone, discourage or adversely affect consummation of the Merger and the other transactions contemplated by the Merger Agreement.

During the Support Period, the Shareholder shall not enter into any agreement or understanding with any Person or entity to vote or give instructions after the Termination Date in any manner inconsistent with clauses (i), (ii), or (iii) of the preceding sentence.

(b) The Shareholder hereby irrevocably and unconditionally waives, and agrees not to exercise or perfect, any rights of appraisal, any dissenters' rights and any similar rights relating to the Merger that the Shareholder may directly or indirectly have by virtue of the ownership of any Shares if the Effective Time occurs.

(c) Except as otherwise contemplated or permitted by the Merger Agreement or otherwise consented to by Parent, during the Support Period, the Shareholder will not, directly or indirectly (i) sell, give, transfer, exchange, pledge, assign, hypothecate, encumber, tender or otherwise dispose of or encumber or make any offer or agreement relating to any of the foregoing with respect to the Shares (collectively, a "**Transfer**"), (ii) enforce or permit execution of the provisions of any redemption, share purchase or sale, recapitalization or other agreement with Community or any other Person or enter into any contract, option or other agreement, arrangement or understanding with respect to the Transfer of, directly or indirectly, any of the Shares or any securities convertible into or exercisable for Shares, any other capital stock of Community or any interest in any of the foregoing with any Person, (iii) except as set forth herein, deposit any Shares into a voting trust or enter into a voting agreement or arrangement with respect to such Shares or grant any proxy or power of attorney with respect thereto, (iv) enter into any swap, contract, option or other arrangement or undertaking with respect to the direct or indirect sale, assignment, transfer, exchange or other disposition of or transfer of any interest in or the voting of any Shares, (v) take any action that would make any of the Shareholder's representations or warranties contained in this Agreement untrue or incorrect in any material respect or have the effect of preventing or disabling the Shareholder from performing the Shareholder's obligations under this Agreement; provided however, that this Agreement shall not prohibit the Shareholder from (x) disposing of or surrendering to Community shares underlying Community RSUs in connection with the vesting of such Community RSUs for the payment of taxes thereon, if any, or (y) transferring and delivering Shares to any member of Shareholder's immediate family or to a trust for the benefit of Shareholder or upon the death of Shareholder; provided that such a Transfer shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, to be bound by and comply with the provisions of this Agreement. Once Community Shareholder Approval has been obtained, the prohibitions provided for in Section 2(c) shall no longer apply to Shareholder.

3. REVOCABLE PROXY. THE SHAREHOLDER HEREBY REVOKES ANY AND ALL PREVIOUS PROXIES GRANTED WITH RESPECT TO THE SHARES. BY ENTERING INTO THIS AGREEMENT, THE SHAREHOLDER HEREBY GRANTS, OR AGREES TO CAUSE THE APPLICABLE RECORD HOLDER TO GRANT, A REVOCABLE PROXY (THE "**PROXY**") APPOINTING PARENT AS THE SHAREHOLDER'S ATTORNEY-IN-FACT AND PROXY, WITH FULL POWER OF SUBSTITUTION, FOR AND IN THE SHAREHOLDER'S NAME, TO VOTE OR OTHERWISE TO UTILIZE SUCH VOTING POWER AS PARENT OR ITS PROXY OR SUBSTITUTE SHALL, IN PARENT'S SOLE DISCRETION, DEEM PROPER WITH RESPECT TO THE SHARES TO EFFECT ANY ACTION CONTEMPLATED BY SECTION 2(a) ABOVE. THE PROXY GRANTED BY THE SHAREHOLDER PURSUANT TO THIS SECTION 3 IS GRANTED IN CONSIDERATION OF PARENT ENTERING INTO THIS AGREEMENT AND THE MERGER AGREEMENT AND INCURRING CERTAIN RELATED FEES AND EXPENSES, PROVIDED, HOWEVER, THAT THE PROXY GRANTED BY THE SHAREHOLDER SHALL BE AUTOMATICALLY REVOKED UPON TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

4. No Solicitation. Except as otherwise contemplated or permitted by the Merger Agreement, and subject to Section 6 hereof, during the Support Period, Shareholder shall not, and shall not permit any attorney or other representative retained by Shareholder to, directly or indirectly, (a) take any of the actions prohibited by [Section 6.09(a)] of the Merger Agreement that Community has agreed not to take, or (b) participate in, directly or indirectly, a "solicitation" of "proxies" (as such terms are used in the rules of the SEC) or powers of attorney or similar

rights to vote, or seek to advise or influence any Person with respect to the voting of, any shares of Community Common Stock in connection with any matter described in Section 2(a) of this Agreement, other than to recommend that shareholders of Community vote in favor of the adoption and approval of the Merger Agreement and the Merger, or (c) (i) otherwise initiate, solicit, induce or knowingly encourage, or knowingly take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, or (ii) otherwise participate in any discussions or negotiations regarding any Acquisition Proposal, or furnish, or otherwise afford access, to any Person (other than Parent or Citizens) to any information or data with respect to Community relating to an Acquisition Proposal. Shareholder agrees immediately to cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any Persons other than Parent or Citizens with respect to any possible Acquisition Proposal and will use Shareholder's commercially reasonable efforts to inform any representative retained by Shareholder of the obligations undertaken by Shareholder pursuant to this Section 4.

5. Notice of Share Acquisitions. Shareholder hereby agrees to notify Parent promptly (and in any event within two (2) Business Days) in writing of the number of any additional shares of Community Common Stock or other securities of Community of which Shareholder acquires beneficial or record ownership on or after the date of this Agreement.

6. Shareholder Capacity. The Shareholder is entering this Agreement in Shareholder's capacity as the record or beneficial owner of the Shareholder's Shares, and not in his or her capacity as a director or executive officer, as applicable, of Community or as a trustee of any Community benefit plan. Nothing in this Agreement is intended to or shall be deemed in any manner to limit or affect in any manner the discretion of the Shareholder to take any action, or fail to take any action, in his or her capacity as a director or executive officer, as applicable, of Community or as a trustee of any benefit plan of Community, that Shareholder determines Shareholder should take (or fail to take) in the exercise of Shareholder's duties and responsibilities as a director or executive officer, as applicable, of Community or as a trustee of any benefit plan of Community.

7. Stop Transfer Order. In furtherance of this Agreement, Shareholder hereby authorizes and instructs Community to enter a stop transfer order with respect to all of Shareholder's Shares for the Support Period, except for such Transfers as are as otherwise provided for or permitted by this Agreement. Community agrees that it shall comply with such stop transfer instructions.

8. Ownership Rights. Parent acknowledges and agrees that nothing in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Shareholder, and Parent shall have no authority to exercise any power or authority to direct the Shareholder in the voting of any of the Shares, except as otherwise expressly provided herein.

9. Termination. This Agreement and the obligations of the parties hereunder shall terminate upon the first to occur of (a) the Effective Time of the Merger or (b) the termination of

the Merger Agreement in accordance with its terms (the "**Termination Date**"); provided, however, that this Section 9 and Section 11 hereof shall survive any such termination.

10. Specific Performance. Shareholder acknowledges and agrees that irreparable injury will result to Parent in the event of a breach of any of the provisions of this Agreement and that Parent may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Parent may have, Shareholder agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Shareholder or any Affiliates, agents, or any other persons acting for or with Shareholder in any capacity whatsoever, is an appropriate remedy for any such breach and that Shareholder will not oppose the granting of such relief on the basis that Parent has an adequate remedy at law. Shareholder further agrees that Shareholder will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with Parent's seeking or obtaining such equitable relief. Such injunctive and other equitable remedies are cumulative and Shareholder submits to the jurisdiction of such court in any such action.

11. Miscellaneous.

(a) Definitional Matters.

(i) All capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Merger Agreement.

(ii) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(b) Entire Agreement. This Agreement together with the Merger Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

(c) Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(d) Certain Events. Shareholder agrees that this Agreement and the obligations hereunder shall attach to the Shares owned by Shareholder and shall be binding upon any Person to which legal ownership of such Shares shall pass, whether by operation of law or otherwise, including, without limitation, the Shareholder's heirs, executors, guardians, administrators, trustees or successors, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the general principles of equity. Notwithstanding any Transfer of such Shares by a Shareholder, the Shareholder or, as applicable, the

Shareholder's heirs, executors, guardians, administrators, trustees or successors, shall remain liable for the performance of all obligations under this Agreement.

(e) Assignment. This Agreement shall not be assigned without the prior written consent of the other party hereto, and any purported assignment without such consent shall be null and void.

(f) Modifications. This Agreement shall not be amended, altered or modified in any manner whatsoever, except by a written instrument executed by the parties hereto.

(g) Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of California, without regard to the conflict of laws rules thereof. The state or federal courts located within the state of California shall have exclusive jurisdiction over any and all disputes between the parties hereto, whether in law or equity, arising out of or relating to this Agreement and the agreements, instruments and documents contemplated hereby and the parties consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable Law, any claim that

(i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts, or (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum.

(h) Reliance on Counsel and Other Advisors. The Shareholder has consulted with such legal, financial, technical or other experts as the Shareholder deems necessary or desirable before entering into this Agreement.

(i) Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

(j) Counterparts and Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Signatures sent by facsimile or in "pdf" format by email transmission shall have the same force as manual signed originals.

(k) Notices. Any notices or other communications required or permitted hereunder shall be in writing and shall be deemed duly given upon (i) transmitter's confirmation of a receipt of a transmission to the email address set forth below, (ii) confirmed delivery by a standard overnight carrier or (iii) the expiration of five (5) business days after the day when mailed by certified or registered mail, postage prepaid, addressed at the following addresses (or at such other address as the parties hereto shall specify by like notice):

If to Parent:

CVB Financial Corp.
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Email: anicholson@cbbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Community, to:

Community Bank
460 Sierra Madre Villa Avenue
Pasadena, California 91107
Attention: David R. Misch
Email: dmisch@cbank.com

with a copy (which shall not constitute notice) to:

Manatt, Phelps & Phillips, LLP
One Embarcadero Center, 30th Floor
San Francisco, California 94111
Attention: Craig D. Miller, Esq.
Email: cmiller@manatt.com

If to the Shareholder, to the email or physical address noted on the signature page hereto.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CVB FINANCIAL CORP.

By: _____
Name: Christopher D. Myers
Title: President and Chief Executive Officer

COMMUNITY BANK

By: _____
Name: David R. Misch
Title: Chief Executive Officer

SHAREHOLDER:

_____

Print Name: _____

[1] _____

Print Name: _____

Address for Notices: _____

_____

_____

1 Spousal signature required for and applies to Existing Shares (i) with respect to which Shareholder and his or her spouse have joint or shared voting power or (ii) in which spouse may have a community property interest.

SCHEDULE I: SHAREHOLDER INFORMATION

Information as of February 26, 2018

Beneficial Owner	Number of Existing Shares

Exhibit A-2
Form of Parent Voting and Support Agreement

EXHIBIT A-2

PARENT VOTING AND SUPPORT AGREEMENT

This PARENT VOTING AND SUPPORT AGREEMENT (this "**Agreement**") is made and entered into as of February 26, 2018 by and among Community Bank, a California state-chartered bank ("**Community**"), the shareholder of CVB Financial Corp., a California corporation ("**Parent**"), that is a signatory to this Agreement (the "**Shareholder**"), and solely for purposes of Sections 5 and 9, Parent.

Recitals

A. Parent, Citizens Business Bank, a California state-chartered bank and wholly-owned subsidiary of Parent ("**Citizens**") and Community are concurrently entering into an Agreement and Plan of Reorganization and Merger (and as it may be amended, the "**Merger Agreement**"), dated as of the date of this Agreement, pursuant to which Community will merge (the "**Merger**") with and into Citizens, whereupon each issued and outstanding share of Community's common stock ("**Community Common Stock**") will be converted into the right to receive the consideration set forth in the Merger Agreement.

B. As a condition to their willingness to enter into the Merger Agreement, Community has required that the Shareholder, solely in the Shareholder's capacity as a shareholder and beneficial owner or record holder of Parent's common stock ("**Parent Common Stock**"), enter into, and the Shareholder has agreed to enter into, this Agreement.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, the parties hereby agree as follows:

1. Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to Community as follows:

(a) Authority; No Violation. The Shareholder has all necessary power and authority to enter into and perform all of the Shareholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by the Shareholder (and the Shareholder's spouse, if the Shares (as defined below) constitute community property) and constitutes a valid and binding agreement of the Shareholder and such spouse, enforceable against the Shareholder and the Shareholder's spouse in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the general principles of equity. The execution, delivery and performance of this Agreement by the Shareholder will not violate any other agreement to which the Shareholder is a party, including any voting agreement, shareholders' agreement, trust agreement or voting trust.

(b) Ownership of Shares. As used in this Agreement, "**Shares**" means the shares of Parent Common Stock which the Shareholder owns of record or beneficially and has the power to vote, including the shares of Parent Common Stock owned of record or beneficially, with power to vote, as of the date of this Agreement, which are listed on Schedule I hereto (the

"**Existing Shares**") and the shares of Parent Common Stock acquired by the Shareholder, with power to vote, after the date of this Agreement. The Existing Shares are owned by the Shareholder, subject to applicable community property laws, free and clear of all encumbrances, voting arrangements and commitments of every kind, except as would not restrict the performance of the Shareholder's obligations under this Agreement. The Shareholder represents and warrants that the Shareholder has sole or shared power to vote all Existing Shares.

2. Voting Agreement and Agreement Not to Transfer.

(a) From the date of this Agreement until the Termination Date (as defined in Section 7 below) (the "**Support Period**"), the Shareholder hereby agrees that, at any meeting of Parent's shareholders (and at any adjournment or postponement thereof), however called, and in any action taken by written consent of Parent's shareholders in lieu of a meeting, the Shareholder will vote or cause to be voted all Shares held by the Shareholder as of the applicable voting record date:

(i) in favor of the issuance of shares of Parent Common Stock in the Merger pursuant to the Merger Agreement (the "**Parent Share Issuance**") and any other matter that is required to be approved by Parent's shareholders to facilitate the Merger;

(ii) against any action or agreement that to the knowledge of the Shareholder would result in a breach in any material respect of any covenant, representation or warranty or any other obligation or agreement of Parent under this Agreement or the Merger Agreement; and

(iii) except as otherwise contemplated or permitted by the Merger Agreement or otherwise consented to by Community, against any matter, to the extent that such matter requires a Parent shareholder vote, that to the knowledge of the Shareholder could be reasonably expected to materially impede, interfere with, delay, postpone, discourage or adversely affect the Parent Share Issuance or the consummation of the Merger and the other transactions contemplated by the Merger Agreement.

During the Support Period, the Shareholder shall not enter into any agreement or understanding with any Person or entity to vote or give instructions after the Termination Date in any manner inconsistent with clauses (i), (ii), or (iii) of the preceding sentence.

(b) Except as otherwise contemplated or permitted by the Merger Agreement or otherwise consented to by Community, during the Support Period, the Shareholder will not, directly or indirectly (i) sell, give, transfer, exchange, pledge, assign, hypothecate, encumber, tender or otherwise dispose of or encumber or make any offer or agreement relating to any of the foregoing with respect to the Shares (collectively, a "**Transfer**"), (ii) enforce or permit execution of the provisions of any redemption, share purchase or sale, recapitalization or other agreement with Parent or any other Person or enter into any contract, option or other agreement, arrangement or understanding with respect to the Transfer of, directly or indirectly, any of the Shares or any securities convertible into or exercisable for Shares, any other capital stock of Parent or any interest in any of the foregoing with any Person, (iii) except as set forth herein, deposit any Shares into a voting trust or enter into a voting agreement or arrangement with

respect to such Shares or grant any proxy or power of attorney with respect thereto, (iv) enter into any swap, contract, option or other arrangement or undertaking with respect to the direct or indirect sale, assignment, transfer, exchange or other disposition of or transfer of any interest in or the voting of any Shares, (v) take any action that would make any of the Shareholder's representations or warranties contained in this Agreement untrue or incorrect in any material respect or have the effect of preventing or disabling the Shareholder from performing the Shareholder's obligations under this Agreement; provided however, that this Agreement shall not prohibit the Shareholder from (x) disposing of or surrendering to Parent shares underlying any equity award by Parent in connection with the vesting of such equity award for the payment of taxes thereon, if any, or (y) transferring and delivering Shares to any member of Shareholder's immediate family or to a trust for the benefit of Shareholder or upon the death of Shareholder; provided that such a Transfer shall only be permitted if, as a precondition to such Transfer, the transferee agrees in writing, to be bound by and comply with the provisions of this Agreement. Once Parent Shareholder Approval has been obtained, the prohibitions provided for in Section 2(b) shall no longer apply to Shareholder.

3. Notice of Share Acquisitions. Shareholder hereby agrees to notify Community promptly (and in any event within two (2) Business Days) in writing if at any time during the term of this Agreement Shareholder acquires beneficial or record ownership, individually or in the aggregate, of more than 100,000 shares of Parent Common Stock or other securities of Parent.

4. Shareholder Capacity. The Shareholder is entering this Agreement in Shareholder's capacity as the record or beneficial owner of the Shareholder's Shares, and not in the Shareholder's as a director of Parent or, as applicable, a trustee of any Parent benefit plan. Nothing in this Agreement is intended to or shall be deemed in any manner to limit or affect in any manner the discretion of the Shareholder to take any action, or fail to take any action, in the Shareholder's capacity as a director of Parent or, as applicable, as a trustee of any benefit plan of Parent, that the Shareholder determines the Shareholder should take (or fail to take) in the exercise of the Shareholder's duties and responsibilities as a director of Parent or, as applicable, as a trustee of any benefit plan of Parent.

5. Stop Transfer Order. In furtherance of this Agreement, the Shareholder hereby authorizes and instructs Parent to enter a stop transfer order with respect to all of the Shareholder's Shares for the Support Period, except for such Transfers as are as otherwise provided for or permitted by this Agreement. Parent agrees that it shall comply with such stop transfer instructions.

6. Ownership Rights. Community acknowledges and agrees that nothing in this Agreement shall be deemed to vest in Community any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Shareholder, and Community shall have no authority to exercise any power or authority to direct the Shareholder in the voting of any of the Shares, except as otherwise expressly provided herein.

7. Termination. This Agreement and the obligations of the parties hereunder shall terminate upon the first to occur of (a) the Effective Time of the Merger or (b) the termination of

the Merger Agreement in accordance with its terms (the "**Termination Date**"); provided, however, that this Section 7 and Section 9 hereof shall survive any such termination.

8. Specific Performance. Shareholder acknowledges and agrees that irreparable injury will result to Community in the event of a breach of any of the provisions of this Agreement and that Community may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Community may have, Shareholder agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Shareholder or any Affiliates, agents, or any other persons acting for or with Shareholder in any capacity whatsoever, is an appropriate remedy for any such breach and that Shareholder will not oppose the granting of such relief on the basis that Community has an adequate remedy at law. Shareholder further agrees that Shareholder will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with Community's seeking or obtaining such equitable relief. Such injunctive and other equitable remedies are cumulative and Shareholder submits to the jurisdiction of such court in any such action.

9. Miscellaneous.

(a) Definitional Matters.

(i) All capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Merger Agreement.

(ii) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(b) Entire Agreement. This Agreement together with the Merger Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

(c) Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(d) Certain Events. Shareholder agrees that this Agreement and the obligations hereunder shall attach to the Shares owned by Shareholder and shall be binding upon any Person to which legal ownership of such Shares shall pass, whether by operation of law or otherwise, including, without limitation, the Shareholder's heirs, executors, guardians, administrators, trustees or successors, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the general principles of equity. Notwithstanding any Transfer of such Shares by a Shareholder, the Shareholder or, as applicable, the

Shareholder's heirs, executors, guardians, administrators, trustees or successors, shall remain liable for the performance of all obligations under this Agreement.

(e) Assignment. This Agreement shall not be assigned without the prior written consent of the other party hereto, and any purported assignment without such consent shall be null and void.

(f) Modifications. This Agreement shall not be amended, altered or modified in any manner whatsoever, except by a written instrument executed by the parties hereto.

(g) Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of California, without regard to the conflict of laws rules thereof. The state or federal courts located within the state of California shall have exclusive jurisdiction over any and all disputes between the parties hereto, whether in law or equity, arising out of or relating to this Agreement and the agreements, instruments and documents contemplated hereby and the parties consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable Law, any claim that (i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts, or (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum.

(h) Reliance on Counsel and Other Advisors. The Shareholder has consulted with such legal, financial, technical or other experts as the Shareholder deems necessary or desirable before entering into this Agreement.

(i) Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

(j) Counterparts and Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Signatures sent by facsimile or in "pdf" format by email transmission shall have the same force as manual signed originals.

(k) Notices. Any notices or other communications required or permitted hereunder shall be in writing and shall be deemed duly given upon (i) transmitter's confirmation of a receipt of a transmission to the email address set forth below, (ii) confirmed delivery by a standard overnight carrier or (iii) the expiration of five (5) business days after the day when mailed by certified or registered mail, postage prepaid, addressed at the following addresses (or at such other address as the parties hereto shall specify by like notice):

If to Parent:

CVB Financial Corp.
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Email: anicholson@cbbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Community, to:

Community Bank
460 Sierra Madre Villa Avenue
Pasadena, California 91107
Attention: David R. Misch
Email: dmisch@cbank.com

with a copy (which shall not constitute notice) to:

Manatt, Phelps & Phillips, LLP
One Embarcadero Center, 30th Floor
San Francisco, California 94111
Attention: Craig D. Miller, Esq.
Email: cmiller@manatt.com

If to the Shareholder, to the email or physical address noted on the signature page hereto.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

COMMUNITY BANK

By: _____
Name: David R. Misch
Title: Chief Executive Officer

CVB FINANCIAL CORP.

By: _____
Name: Christopher D. Myers
Title: President and Chief Executive Officer

SHAREHOLDER:

_____
George A. Borba

Address for Notices:

George A. Borba
c/o CVB Financial Corp.
701 North Haven Avenue
Ontario, California 91764

SCHEDULE I: SHAREHOLDER INFORMATION

Information as of February 26, 2018

Beneficial Owner	Number of Existing Shares
George A. Borba	6,894,959 total Existing Shares held by George A. Borba, as beneficial owner, as follow: i. 18,232 shares held individually; ii. 4,599,439 shares held as co-trustee under a family trust; iii. 2,277,000 shares held as co-trustee under a children holdings trust; and iv. 288 shares held as custodian for minor children.

Exhibit B-1
Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement
(Community Non-Independent Directors)

EXHIBIT B-1

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

This NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") dated as of February 26, 2018 is entered into by and between Citizens Business Bank, a California state-chartered bank ("**Citizens**"), and [_____] ("**Director**").

RECITALS

A. Citizens, CVB Financial Corp., a California corporation and parent corporation of Citizens ("**Parent**"), and Community Bank, a California state-chartered bank ("**Community**"), have entered into that certain Agreement and Plan of Reorganization and Merger, dated as of February 26, 2018 (the "**Merger Agreement**"), which, among other things, contemplates the merger of Community into Citizens (the "**Merger**"). By operation of the Merger, Citizens will succeed, without further transfer, to the rights, obligations, properties and assets of Community, including all goodwill, trade secrets and other intellectual property of Community, at the Effective Time of the Merger.

B. Director is a director of Community and beneficial owner of Community common stock. Director holds restricted stock units of Community ("**RSUs**") that will be converted into shares of Community common stock immediately prior to the Merger as provided in the Community equity plan, the RSU grant agreement and the Merger Agreement, and Director will then be eligible to receive the Merger Consideration set forth in the Merger Agreement. Therefore, Director is entitled to receive substantial monetary payments in connection with the transactions contemplated by the Merger Agreement pursuant to Director's being the holder of a certain number of RSUs.

C. As a condition and an inducement to Parent's and Citizens' willingness to enter into the Merger Agreement, and in order to protect the goodwill, trade secrets and other intellectual property of Community from after the Effective Time of the Merger, Director agrees to refrain from competing with and using trade secrets or soliciting customers or employees of Community and, from and after the Effective Time of the Merger, Citizens as successor to Community, in accordance with the terms hereof.

D. Director and Citizens intend for the provisions of this Agreement to be in compliance with California Business and Professions Code Section 16601 and further intend for it to be fully enforceable.

E. Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth:

"**Customer**" means any Person with whom Community has an existing relationship for Financial Services (as defined below) from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**Enterprise**" means the provision of Financial Services conducted by Community at any time from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**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 any banking, financial or other services provided by a bank, trust company, credit union or other Financial Institution (including any Financial Institution or trust company in formation), including but not limited to the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, consumer and other loans; the engagement of an agent bank to issue credit cards and process credit card transactions and billing; the issuance, origination, sale and servicing of letters of credit and swap arrangements; the solicitation and provision of deposit services and services related thereto; and the provision of wire transfer, direct payment, foreign currency exchange, and other customary community banking services provided by Community prior to the Effective Time of the Merger.

"**Prospective Customer**" means any Person with whom Community, to Director's knowledge, has specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time between the date of execution of the Merger Agreement and the Effective Time of the Merger; provided, however, that Community's general solicitation for business, such as through television or media advertising, does not constitute pursuit of a relationship.

"**Trade Secrets**" means all secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, Customers, lists of Customers and Prospective Customers, broker lists, potential brokers, rate sheets, 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 Community or its subsidiaries and Parent, Citizens and its subsidiaries of which Director has acquired, or may hereafter acquire, knowledge and possession as a shareholder, director, officer or employee of Community or, if applicable, Parent or Citizens, or as a result of the transactions contemplated by the Merger Agreement; provided however, notwithstanding any other provisions of this Agreement to the contrary, "Trade Secrets" shall not include any (i) information which is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; or (ii) information readily ascertainable from public, trade or other nonconfidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement).

NOW, THEREFORE, in consideration of the premises and respective representations, warranties and covenants, agreements and conditions contained herein and in the Merger Agreement, and intending to be legally bound hereby, Director and Citizens agree as follows:

ARTICLE I

ACKNOWLEDGMENTS BY DIRECTOR

Director acknowledges that:

(a) Parent and Citizens would not enter into the Merger Agreement unless Director agrees not to enter into an activity that is competitive with or similar to the Enterprise in violation of this Agreement and that, accordingly, this Agreement is a material inducement for Parent and Citizens to enter into and to carry out the terms of the Merger Agreement. Accordingly, Director expressly acknowledges that [he/she] is entering into this Agreement with Citizens to induce Parent and Citizens to enter into and carry out the terms of the Merger Agreement.

(b) By virtue of [his/her] position with Community, Director has developed considerable expertise in the business operations of Community and has access to Trade Secrets of Community. Director recognizes that Parent and Citizens would be irreparably damaged, and its substantial investment in Community materially impaired, if Director were to disclose or make use of any Trade Secrets in violation of the terms of this Agreement, or if Director were to solicit employees of Community or Citizens as successor to Community from and after the Effective Time of the Merger in violation of the terms of this Agreement. Accordingly, Director expressly acknowledges that [he/she] is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Director in all respects.

ARTICLE II

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE

2.1 Non-competition.

(a) From the date of this Agreement and for the period ending on the expiration of twenty-four (24) months after the Effective Time of the Merger (the "**Applicable Period**"), Director shall not, directly or indirectly, without the prior written consent of Citizens, own, manage, operate, control, or have any interest in the ownership, management, operation, or control of, or be connected as a shareholder, member, partner, principal, director, officer, manager, investor, organizer, founder, trustee, employee, advisor, consultant, agent, or representative of or with, any business or enterprise engaged in providing Financial Services in any of the following counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura, California.

(b) Notwithstanding anything to the contrary set forth herein, Director shall not be deemed to be in contravention of subsection (a) of this Section 2.1, if: (y) Director participates in any such business solely (A) as an officer or director of Parent or Citizens or (B) as a passive investor in up to 5% of the equity securities or 10% of the debt securities of a

company or partnership, or (z) Director is employed by a business or enterprise that is engaged primarily in a business other than the provision of Financial Services which is competitive with or similar to the Enterprise and Director does not apply in any manner [his/her] expertise at such business or enterprise to that part of such business or enterprise that is competitive with or similar to the Enterprise.

2.2 Non-solicitation. During the Applicable Period, Director shall not, directly or indirectly, without the prior written consent of Parent or Citizens, on behalf of any Financial Institution,

(a) solicit or aid in the solicitation of any Customers or Prospective Customers for Financial Services,

(b) solicit or aid in the solicitation of any officers or employees of Community or, from and after the Effective Time of the Merger, Citizens as successor to Community, or

(c) induce or attempt to induce any Person who is a Customer or Prospective Customer, or induce or attempt to induce any supplier, distributor, officer or employee of Community as of the date hereof or immediately prior to the Effective Time of the Merger or Citizens, as applicable, in each case, to terminate such person's relationships with the Surviving Corporation.

The prohibitions set forth in this Section 2.2 shall not apply to general solicitations or attempted solicitations by employment agencies (so long as the agency was not directed to solicit a Person otherwise subject to the prohibitions of this Section 2.2) or the general advertising or general solicitations not specifically directed at such Person(s).

2.3 Trade Secrets. Without limiting the generality of the foregoing and at all times after the date hereof, other than for the benefit of Community, or as otherwise approved by Community, and, after the Effective Time of the Merger (as such term is defined in the Merger Agreement), other than for the benefit of Parent and/or Citizens or as otherwise approved by Parent or Citizens in writing, Director (i) shall make no use of the Trade Secrets, or any part thereof; (ii) shall not disclose the Trade Secrets, or any part thereof, to any other Person, and (iii) shall deliver, on and after the Effective Time of the Merger, upon the request of Citizens, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets, now possessed or hereafter acquired by Director, to Parent and/or Citizens.

2.4 Exceptions. Notwithstanding any provision of this Agreement to the contrary, Director may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that Director is required to disclose or reveal under any applicable Law or is otherwise required to disclose or reveal by any Governmental Authority; provided, that Director makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable Laws, gives Citizens prompt notice of such requirement in advance of such disclosure and exercises reasonable efforts to preserve the confidentiality of such Trade Secrets, including, without limitation, by reasonably cooperating with Parent and Citizens, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Trade Secrets by the Governmental Authority or other recipient of the Trade Secrets.

ARTICLE III

INDEPENDENCE OF OBLIGATIONS

The covenants of Director set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Director, on the one hand, and Citizens on the other, and the existence of any claim or cause of action by Director against Community, Citizens, Parent, or any of their respective Affiliates (or the existence of any claim or cause of action by Citizens or Parent against Director, as the case may be), shall not constitute a defense to the enforcement of such covenants against Director, or against Citizens or Parent, as the case may be.

ARTICLE IV

GENERAL

4.1 Amendments. To the fullest extent permitted by Law, this Agreement may be amended by agreement in writing of the parties hereto at any time.

4.2 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

4.3 Termination.

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated prior to the Effective Time of the Merger.

(b) Unless sooner terminated pursuant to subsection (a) of this Section 4.3, the obligations of Director under Section 2.1 shall terminate at the end of the Applicable Period.

(c) Unless sooner terminated under subsection (a) of this Section 4.3, and except as provided in subsection (b) of this Section 4.3, the obligations of Director under this Agreement shall terminate only on the mutual agreement of Director, on the one hand, and Citizens or the Surviving Corporation, on the other hand.

4.4 Specific Performance. Director acknowledges and agrees that irreparable injury will result to Citizens in the event of a breach of any of the provisions of this Agreement and that Citizens may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Citizens may have, Director agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Director or any Affiliates, agents, or any other persons acting for or with Director in any capacity whatsoever, is an appropriate remedy for any such breach and that Director will not oppose the granting of such relief on the basis that Citizens has an adequate remedy at law. Director submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with Director, Citizens shall have the right to inform any third party that Citizens reasonably believes to be, or to be

contemplating, participating with Director or receiving from Director assistance in violation of this Agreement, of the terms of this Agreement and the rights of Citizens hereunder, and that participation by any such persons with Director in activities in violation of Director's agreement with Citizens set forth in this Agreement may give rise to claims by Citizens against such third party in addition to any other remedy to which they may be entitled at law or in equity.

4.5 Severability. 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.

4.6 Notices. Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed email transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested or (d) mailed by certified or registered mail postage prepaid with return receipt requested, addressed as follows:

If to Citizens, addressed to:

Citizens Business Bank
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Email: anicholson@cbbank.com

With a copy addressed to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Director, addressed to:

_____
_____
_____
_____
Email: _____

or at such other address and to the attention of such other person as a party may provide by notice to the other in accordance with this Section 4.6. Any such notice or communication shall be deemed received on the date delivered personally or delivered by confirmed facsimile

transmission or on the next Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by certified or registered mail, postage prepaid with return receipt requested.

4.7 Waiver of Breach. Any failure or delay by Citizens in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by Citizens of a breach of any provision of this Agreement by Director 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 the party to be bound.

4.8 Assignment. This Agreement may be assignable by Citizens only in connection with a sale of all or substantially all of its assets or a merger or reorganization in which it is not the surviving corporation. Any attempted assignment in violation of this prohibition shall be null and void.

4.9 Binding Effect; Benefit to Successors. This Agreement shall be binding upon Director and upon Director ‘s successor and representatives and shall inure to the benefit of Citizens and its successors, representatives and assigns.

4.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California parties made and performed in this State.

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

4.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each party hereto. Facsimiles containing original signatures shall be deemed for all purposes to be originally signed copies of the documents which are the subject of such facsimiles.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CITIZENS BUSINESS BANK

By: Christopher D. Myers
Title: President and Chief Executive Officer

DIRECTOR

(Signature)

(Type or Print Director's Name)

Exhibit B-2
Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement
(Community Independent Directors)

EXHIBIT B-2

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

This NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") dated as of February 26, 2018 is entered into by and between Citizens Business Bank, a California state-chartered bank ("**Citizens**"), and [_____] ("**Director**").

RECITALS

A. Citizens, CVB Financial Corp., a California corporation and parent corporation of Citizens ("**Parent**"), and Community Bank, a California state-chartered bank ("**Community**"), have entered into that certain Agreement and Plan of Reorganization and Merger, dated as of February 26, 2018 (the "**Merger Agreement**"), which, among other things, contemplates the merger of Community into Citizens (the "**Merger**"). By operation of the Merger, Citizens will succeed, without further transfer, to the rights, obligations, properties and assets of Community, including all goodwill, trade secrets and other intellectual property of Community, at the Effective Time of the Merger.

B. Director is an independent director of Community and beneficial owner of Community common stock. Director holds restricted stock units of Community ("**RSUs**") that will be converted into shares of Community common stock immediately prior to the Merger as provided in the Community equity plan, the RSU grant agreement and the Merger Agreement, and Director will then be eligible to receive the Merger Consideration set forth in the Merger Agreement. Therefore, Director is entitled to receive substantial monetary payments in connection with the transactions contemplated by the Merger Agreement pursuant to Director's being the holder of a certain number of RSUs.

C. As a condition and an inducement to Parent's and Citizens' willingness to enter into the Merger Agreement, and in order to protect the goodwill, trade secrets and other intellectual property of Community from after the Effective Time of the Merger, Director agrees to refrain from competing with and using trade secrets or soliciting customers or employees of Community and, from and after the Effective Time of the Merger, Citizens as successor to Community, in accordance with the terms hereof.

D. Director and Citizens intend for the provisions of this Agreement to be in compliance with California Business and Professions Code Section 16601 and further intend for it to be fully enforceable.

E. Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth:

"**Customer**" means any Person with whom Community has an existing relationship for Financial Services (as defined below) from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**Enterprise**" means the provision of Financial Services conducted by Community at any time from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**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 any banking, financial or other services provided by a bank, trust company, credit union or other Financial Institution (including any Financial Institution or trust company in formation), including but not limited to the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, consumer and other loans; the engagement of an agent bank to issue credit cards and process credit card transactions and billing; the issuance, origination, sale and servicing of letters of credit and swap arrangements; the solicitation and provision of deposit services and services related thereto; and the provision of wire transfer, direct payment, foreign currency exchange, and other customary community banking services provided by Community prior to the Effective Time of the Merger.

"**Prospective Customer**" means any Person with whom Community, to Director's knowledge, has specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time between the date of execution of the Merger Agreement and the Effective Time of the Merger; provided, however, that Community's general solicitation for business, such as through television or media advertising, does not constitute pursuit of a relationship.

"**Trade Secrets**" means all secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, Customers, lists of Customers and Prospective Customers, broker lists, potential brokers, rate sheets, 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 Community or its subsidiaries and Parent, Citizens and its subsidiaries of which Director has acquired, or may hereafter acquire, knowledge and possession as a shareholder, director, officer or employee of Community or, if applicable, Parent or Citizens, or as a result of the transactions contemplated by the Merger Agreement; provided however, notwithstanding any other provisions of this Agreement to the contrary, "Trade Secrets" shall not include any (i) information which is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; or (ii) information readily ascertainable from public, trade or other nonconfidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement).

NOW, THEREFORE, in consideration of the premises and respective representations, warranties and covenants, agreements and conditions contained herein and in the Merger Agreement, and intending to be legally bound hereby, Director and Citizens agree as follows:

ARTICLE I

ACKNOWLEDGMENTS BY DIRECTOR

Director acknowledges that:

(a) Parent and Citizens would not enter into the Merger Agreement unless Director agrees not to enter into an activity that is competitive with or similar to the Enterprise in violation of this Agreement and that, accordingly, this Agreement is a material inducement for Parent and Citizens to enter into and to carry out the terms of the Merger Agreement. Accordingly, Director expressly acknowledges that [he/she] is entering into this Agreement with Citizens to induce Parent and Citizens to enter into and carry out the terms of the Merger Agreement.

(b) By virtue of [his/her] position with Community, Director has developed considerable expertise in the business operations of Community and has access to Trade Secrets of Community. Director recognizes that Parent and Citizens would be irreparably damaged, and its substantial investment in Community materially impaired, if Director were to disclose or make use of any Trade Secrets in violation of the terms of this Agreement, or if Director were to solicit employees of Community or Citizens as successor to Community from and after the Effective Time of the Merger in violation of the terms of this Agreement. Accordingly, Director expressly acknowledges that [he/she] is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Director in all respects.

ARTICLE II

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE

2.1 Non-competition.

(a) Director shall not, directly or indirectly, without the prior written consent of Citizens, own, manage, operate, control, or have any interest in the ownership, management, operation, or control of, or be connected as a shareholder, member, partner, principal, director, officer, manager, investor, organizer, founder, trustee, employee, advisor, consultant, agent, or representative of or with,

(i) any of the competing banks identified on Schedule A (the "**Scheduled Banks**") attached hereto, from the date of this Agreement and for the period ending on the expiration of two years after the Effective Time of the Merger (the "**Applicable Period**"); and

(ii) any other business or enterprise (other than any of the Scheduled Banks) that is engaged in providing Financial Services in any of the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura, California, from the date of this

Agreement and for the period ending on the expiration of six (6) months after the Effective Time of the Merger.

(b) Notwithstanding anything to the contrary set forth herein, Director shall not be deemed to be in contravention of subsection (a)(ii) of this Section 2.1, if: (y) Director participates in any such business solely (A) as an officer or director of Parent or Citizens or (B) as a passive investor in up to 5% of the equity securities or 10% of the debt securities of a company or partnership, or (z) Director is employed by a business or enterprise that is engaged primarily in a business other than the provision of Financial Services which is competitive with or similar to the Enterprise and Director does not apply in any manner [his/her] expertise at such business or enterprise to that part of such business or enterprise that is competitive with or similar to the Enterprise.

2.2 Non-solicitation. During the Applicable Period, Director shall not, directly or indirectly, without the prior written consent of Parent or Citizens, on behalf of any Financial Institution,

(a) solicit or aid in the solicitation of any Customers or Prospective Customers for Financial Services,

(b) solicit or aid in the solicitation of any officers or employees of Community or, from and after the Effective Time of the Merger, Citizens as successor to Community, or

(c) induce or attempt to induce any Person who is a Customer or Prospective Customer, or induce or attempt to induce any supplier, distributor, officer or employee of Community as of the date hereof or immediately prior to the Effective Time of the Merger or Citizens, as applicable, in each case, to terminate such person's relationships with the Surviving Corporation.

The prohibitions set forth in this Section 2.2 shall not apply to general solicitations or attempted solicitations by employment agencies (so long as the agency was not directed to solicit a Person otherwise subject to the prohibitions of this Section 2.2) or the general advertising or general solicitations not specifically directed at such Person(s).

2.3 Trade Secrets. Without limiting the generality of the foregoing and at all times after the date hereof, other than for the benefit of Community, or as otherwise approved by Community, and, after the Effective Time of the Merger (as such term is defined in the Merger Agreement), other than for the benefit of Parent and/or Citizens or as otherwise approved by Parent or Citizens in writing, Director (i) shall make no use of the Trade Secrets, or any part thereof; (ii) shall not disclose the Trade Secrets, or any part thereof, to any other Person, and (iii) shall deliver, on and after the Effective Time of the Merger, upon the request of Citizens, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets, now possessed or hereafter acquired by Director, to Parent and/or Citizens.

2.4 Exceptions. Notwithstanding any provision of this Agreement to the contrary, Director may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that Director is required to disclose or reveal under any applicable Law or is otherwise required to disclose or reveal by any Governmental Authority; provided, that Director makes a

good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable Laws, gives Citizens prompt notice of such requirement in advance of such disclosure and exercises reasonable efforts to preserve the confidentiality of such Trade Secrets, including, without limitation, by reasonably cooperating with Parent and Citizens, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Trade Secrets by the Governmental Authority or other recipient of the Trade Secrets.

ARTICLE III

INDEPENDENCE OF OBLIGATIONS

The covenants of Director set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Director, on the one hand, and Citizens on the other, and the existence of any claim or cause of action by Director against Community, Citizens, Parent, or any of their respective Affiliates (or the existence of any claim or cause of action by Citizens or Parent against Director, as the case may be), shall not constitute a defense to the enforcement of such covenants against Director, or against Citizens or Parent, as the case may be.

ARTICLE IV

GENERAL

4.1 Amendments. To the fullest extent permitted by Law, this Agreement may be amended by agreement in writing of the parties hereto at any time.

4.2 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

4.3 Termination.

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated prior to the Effective Time of the Merger.

(b) Unless sooner terminated pursuant to subsection (a) of this Section 4.3, the obligations of Director under Section 2.1(a)(i) shall terminate at the end of the Applicable Period and the obligations of Director under Section 2.1(a)(ii) shall terminate six months after the Effective Time of the Merger..

(c) Unless sooner terminated under subsection (a) of this Section 4.3, and except as provided in subsection (b) of this Section 4.3, the obligations of Director under this Agreement shall terminate only on the mutual agreement of Director, on the one hand, and Citizens or the Surviving Corporation, on the other hand.

4.4 Specific Performance. Director acknowledges and agrees that irreparable injury will result to Citizens in the event of a breach of any of the provisions of this Agreement and that

Citizens may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Citizens may have, Director agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Director or any Affiliates, agents, or any other persons acting for or with Director in any capacity whatsoever, is an appropriate remedy for any such breach and that Director will not oppose the granting of such relief on the basis that Citizens has an adequate remedy at law. Director submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with Director, Citizens shall have the right to inform any third party that Citizens reasonably believes to be, or to be contemplating, participating with Director or receiving from Director assistance in violation of this Agreement, of the terms of this Agreement and the rights of Citizens hereunder, and that participation by any such persons with Director in activities in violation of Director's agreement with Citizens set forth in this Agreement may give rise to claims by Citizens against such third party in addition to any other remedy to which they may be entitled at law or in equity.

4.5 Severability. 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.

4.6 Notices. Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed email transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested or (d) mailed by certified or registered mail postage prepaid with return receipt requested, addressed as follows:

If to Citizens, addressed to:

Citizens Business Bank
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Email: anicholson@cbbank.com

With a copy addressed to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Director, addressed to:

_____

_____

_____

_____

Email: _____

or at such other address and to the attention of such other person as a party may provide by notice to the other in accordance with this Section 4.6. Any such notice or communication shall be deemed received on the date delivered personally or delivered by confirmed facsimile transmission or on the next Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by certified or registered mail, postage prepaid with return receipt requested.

4.7 Waiver of Breach. Any failure or delay by Citizens in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by Citizens of a breach of any provision of this Agreement by Director 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 the party to be bound.

4.8 Assignment. This Agreement may be assignable by Citizens only in connection with a sale of all or substantially all of its assets or a merger or reorganization in which it is not the surviving corporation. Any attempted assignment in violation of this prohibition shall be null and void.

4.9 Binding Effect; Benefit to Successors. This Agreement shall be binding upon Director and upon Director ‘s successor and representatives and shall inure to the benefit of Citizens and its successors, representatives and assigns.

4.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California parties made and performed in this State.

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

4.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each party hereto. Facsimiles containing original signatures shall be deemed for all purposes to be originally signed copies of the documents which are the subject of such facsimiles.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CITIZENS BUSINESS BANK

By: Christopher D. Myers
Title: President and Chief Executive Officer

DIRECTOR

(Signature)

(Type or Print Director's Name)

Schedule A

List of Scheduled Banks

1. American Business Bank
2. Pacific Premier Bank

Exhibit B-3
Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement
(Community Officer Identified on Section 7.03(j)(iv) of the Parent Disclosure Schedule)

EXHIBIT B-3

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE

This NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE (this "**Agreement**") dated as of February 26, 2018 is entered into by and between Citizens Business Bank, a California state-chartered bank ("**Citizens**"), and David R. Misch ("**Shareholder**").

RECITALS

A. Citizens, CVB Financial Corp., a California corporation and parent corporation of Citizens ("**Parent**"), and Community Bank, a California state-chartered bank ("**Community**"), have entered into that certain Agreement and Plan of Reorganization and Merger, dated as of February 26, 2018 (the "**Merger Agreement**"), which, among other things, contemplates the merger of Community into Citizens (the "**Merger**"). By operation of the Merger, Citizens will succeed, without further transfer, to the rights, obligations, properties and assets of Community, including all goodwill, trade secrets and other intellectual property of Community, at the Effective Time of the Merger.

B. Shareholder is a beneficial owner of Community common stock and an executive officer of Community. Shareholder holds restricted stock units of Community ("**RSUs**") that will be converted into shares of Community common stock immediately prior to the Merger as provided in the Community equity plan, the RSU grant agreement and the Merger Agreement, and Shareholder will then be eligible to receive the Merger Consideration set forth in the Merger Agreement.

C. Shareholder is entitled to receive substantial monetary payments in connection with the transactions contemplated by the Merger Agreement as a shareholder of Community and pursuant to Shareholder's change in control/severance agreement by and between Shareholder and Community.

D. As a condition and an inducement to Parent's and Citizens' willingness to enter into the Merger Agreement, and in order to protect the goodwill, trade secrets and other intellectual property of Community from after the Effective Time of the Merger, Shareholder agrees to refrain from competing with and using trade secrets or soliciting customers or employees of Community and, from and after the Effective Time of the Merger, Citizens as successor to Community, in accordance with the terms hereof.

E. Shareholder and Citizens intend for the provisions of this Agreement to be in compliance with California Business and Professions Code Section 16601 and further intend for it to be fully enforceable.

F. Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth:

"**Customer**" means any Person (i) with whom Community has an existing relationship for Financial Services (as defined below) from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger, or (ii) who is a customer of Citizens immediately prior to termination of Shareholder's employment or other position with Citizens, if applicable.

"**Enterprise**" means the provision of Financial Services conducted by Community at any time from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**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 any banking, financial or other services provided by a bank, trust company, credit union or other Financial Institution (including any Financial Institution or trust company in formation), including but not limited to the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, consumer and other loans; the engagement of an agent bank to issue credit cards and process credit card transactions and billing; the issuance, origination, sale and servicing of letters of credit and swap arrangements; the solicitation and provision of deposit services and services related thereto; and the provision of wire transfer, direct payment, foreign currency exchange, and other customary community banking services provided by Community prior to the Effective Time of the Merger.

"**Prospective Customer**" means any Person (i) with whom Community has, to Shareholder's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time between the date of execution of the Merger Agreement and the Effective Time of the Merger or (ii) with whom Citizens has, to Shareholder's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time prior to termination of Shareholder's employment or other position with Citizens, if applicable; provided, however, that Community's or Citizens' general solicitation for business, such as through television or media advertising, does not constitute pursuit of a relationship.

"**Trade Secrets**" means all secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, Customers, lists of Customers and Prospective Customers, broker lists, potential brokers, rate sheets, 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 Community or its subsidiaries and Parent, Citizens and its subsidiaries of which Shareholder has acquired, or may hereafter acquire, knowledge and possession as a shareholder, director, officer or employee of Community or, if applicable, Parent or Citizens, or as a result of the transactions contemplated by the Merger Agreement; provided however, notwithstanding any other provisions of this Agreement to the

contrary, “Trade Secrets” shall not include any (i) information which is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; or (ii) information readily ascertainable from public, trade or other nonconfidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement).

NOW, THEREFORE, in consideration of the premises and respective representations, warranties and covenants, agreements and conditions contained herein and in the Merger Agreement, and intending to be legally bound hereby, Shareholder and Citizens agree as follows:

ARTICLE I

ACKNOWLEDGMENTS BY SHAREHOLDER

Shareholder acknowledges that:

(a) Parent and Citizens would not enter into the Merger Agreement unless Shareholder agrees not to enter into an activity that is competitive with or similar to the Enterprise in violation of this Agreement and that, accordingly, this Agreement is a material inducement for Parent and Citizens to enter into and to carry out the terms of the Merger Agreement. Accordingly, Shareholder expressly acknowledges that he is entering into this Agreement with Citizens to induce Parent and Citizens to enter into and carry out the terms of the Merger Agreement.

(b) By virtue of his position with Community and, if applicable, Parent and/or Citizens after the Effective Time of the Merger, Shareholder has developed considerable expertise in the business operations of Community and, if applicable, will develop considerable expertise in the business operations of Parent and Citizens and has access to Trade Secrets of Community and, if applicable, will have access to Trade Secrets of Parent and Citizens. Shareholder recognizes that Parent and Citizens would be irreparably damaged, and its substantial investment in Community materially impaired, if Shareholder were to enter into an activity that is competitive with or similar to the Enterprise in violation of the terms of this Agreement, if Shareholder were to disclose or make use of any Trade Secrets in violation of the terms of this Agreement, or if Shareholder were to solicit Customers, Prospective Customers or employees of Community or Citizens as successor to Community from and after the Effective Time of the Merger in violation of the terms of this Agreement. Accordingly, Shareholder expressly acknowledges that he is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Shareholder in all respects.

ARTICLE II

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE

2.1 Non-competition.

(a) From the date of this Agreement and for the period ending on the expiration of twenty-four (24) months after the Effective Time of the Merger (the “**Applicable**

Period"), Shareholder shall not, directly or indirectly, without the prior written consent of Citizens, own, manage, operate, control, or have any interest in the ownership, management, operation, or control of, or be connected as a shareholder, member, partner, principal, director, officer, manager, investor, organizer, founder, trustee, employee, advisor, consultant, agent, or representative of or with, any business or enterprise engaged in providing Financial Services in any of the following counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura, California.

(b) Notwithstanding anything to the contrary set forth herein, Shareholder shall not be deemed to be in contravention of subsection (a) of this Section 2.1, if: (y) Shareholder participates in any such business solely (A) as an officer or director of Parent or Citizens or (B) as a passive investor in up to 5% of the equity securities or 10% of the debt securities of a company or partnership, or (z) Shareholder is employed by a business or enterprise that is engaged primarily in a business other than the provision of Financial Services which is competitive with or similar to the Enterprise and Shareholder does not apply in any manner his expertise at such business or enterprise to that part of such business or enterprise that is competitive with or similar to the Enterprise.

2.2 Non-solicitation. During the Applicable Period, Shareholder shall not, directly or indirectly, without the prior written consent of Parent or Citizens, on behalf of any Financial Institution,

(a) solicit or aid in the solicitation of any Customers or Prospective Customers for Financial Services,

(b) solicit or aid in the solicitation of any officers or employees of Community or, from and after the Effective Time of the Merger, Citizens as successor to Community, or

(c) induce or attempt to induce immediately any Person who is a Customer or a Prospective Customer, supplier, distributor, officer or employee of (i) Community as of the date hereof or immediately prior to the Effective Time of the Merger or (ii) Citizens immediately prior to termination of Shareholder's employment or other position with Citizens, as applicable, in each case, to terminate such person's relationships with the Surviving Corporation.

The prohibitions set forth in this Section 2.2 shall not apply to general solicitations or attempted solicitations by employment agencies (so long as the agency was not directed to solicit a Person otherwise subject to the prohibitions of this Section 2.2) or the general advertising or general solicitations not specifically directed at such Person(s).

2.3 Trade Secrets. Without limiting the generality of the foregoing and at all times after the date hereof, other than for the benefit of Community, or as otherwise approved by Community, and, after the Effective Time of the Merger (as such term is defined in the Merger Agreement), other than for the benefit of Parent and/or Citizens or as otherwise approved by Parent or Citizens in writing, Shareholder (i) shall make no use of the Trade Secrets, or any part thereof; (ii) shall not disclose the Trade Secrets, or any part thereof, to any other Person, and (iii) shall deliver, on and after the Effective Time of the Merger, upon the request of Citizens, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets, now possessed or hereafter acquired by Shareholder, to Parent and/or Citizens.

2.4 Exceptions. Notwithstanding any provision of this Agreement to the contrary, Shareholder may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that Shareholder is required to disclose or reveal under any applicable Law or is otherwise required to disclose or reveal by any Governmental Authority; provided, that Shareholder makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable Laws, gives Citizens prompt notice of such requirement in advance of such disclosure and exercises reasonable efforts to preserve the confidentiality of such Trade Secrets, including, without limitation, by reasonably cooperating with Parent and Citizens, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Trade Secrets by the Governmental Authority or other recipient of the Trade Secrets.

ARTICLE III

RELEASE

3.1 Release. From and after the Effective Time of the Merger, Shareholder on Shareholder's own behalf and on behalf of Shareholder's past, present and future affiliates, agents, attorneys, administrators, heirs, executors, spouses, trustees, beneficiaries, representatives, successors and assigns claiming by or through Shareholder (collectively, the "**Related Persons**"), hereby absolutely, unconditionally and irrevocably RELEASES and FOREVER DISCHARGES (the "**Release**") Community and its current or former affiliates, subsidiaries, subdivisions, officers, directors, employees, managers, partners, principals, advisors, agents, stockholders, members, investors, equity holders or other representatives (including attorneys, accountants, consultants, bankers and financial advisors), successors (including Citizens), predecessors or assigns (each, a "**Released Party**" and collectively, the "**Released Parties**") from the following (collectively, the "**Releasing Party Claims**"): any and all claims, demands, allegations, assertions, complaints, controversies, charges, duties (fiduciary or otherwise), breaches of duties, grievances, rights, causes of action, actions, suits, liabilities, debts, obligations, promises, commitments, agreements, guarantees, endorsements, duties, damages, costs, losses, debts and expenses (including attorneys' fees and costs incurred) of any nature whatsoever (whether direct or indirect, known or unknown, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, asserted or unasserted, absolute or contingent, determined or conditional, express or implied, fixed or variable and whether vicarious, derivative, joint, several or secondary) relating to the Released Parties, including, without limitation, any and all actions, activities, assets, liabilities and the ownership of any securities, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by Shareholder, whether the same be in administrative proceedings, in arbitration, at law, in equity or mixed, which Shareholder ever had, now has or hereafter may have against any or all of the Released Parties, in respect of any and all agreements, liabilities or obligations entered into or incurred on or prior to the date hereof, or in respect of any event occurring or circumstances existing on or prior to the date
hereof, whether or not relating to claims pending on, or asserted after, the date hereof; provided, however, that the foregoing release does not extend to, include or restrict or limit in any way, and each Releasing Party hereby reserves such Releasing Party's rights, if any, and the right of the other Releasing Parties, if any, to pursue any and all Releasing Party Claims that such Releasing Party may now or in the future have solely on account of (a) any existing rights of such Releasing Party under any severance agreement, employment agreement or other employee

benefit plan of Community of which Shareholder is a party or is otherwise a beneficiary thereof, (b) any rights or claims for benefits (other than any severance or deferred compensation) under benefit plans of Community (or its successor) (including, without limiting the generality of the foregoing, COBRA benefits and rights to account balances, earnings thereon and forfeiture allocations), (c) rights under any applicable workers' compensation statutes arising out of compensable job related injuries, (d) any claims relating to salary, vacation pay or other compensation received in the ordinary course of business consistent with past practice, (e) any rights to indemnification for serving as an officer, director, agent or employee of Community or any affiliates of Community, or serving at the request of Community as a trustee or fiduciary of any benefit plan, provided that such rights exist as a matter of law or contract or pursuant to the corporate documents of such applicable company, (f) any rights under the Merger Agreement to the Merger Consideration and (g) any claim which, as a matter of applicable Law, cannot be released.

3.2 ADEA. Without limiting the scope of the Release in any way, Shareholder certifies that the Release constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he/she may have or may claim to have under the Federal Age Discrimination in Employment Act ("**ADEA**"), as amended by the Older Workers Benefit Protection Act of 1990, which is set forth at 29 U.S.C. § § 621, et seq. The Release does not govern any rights or claims that may arise under the ADEA after the date the Release is signed by Shareholder. If Shareholder is age 40 or over, (a) he/she is aware of his/her right to revoke the Release at any time within the seven (7)-day period following the date he/she signs it and that the Release shall not become effective or enforceable until the seven (7)-day revocation period expires without revocation; and (b) he/she has been given an opportunity to consider fully the terms of the Release for forty-five (45) days, although Shareholder is not required to wait forty-five (45) days before signing the Release. Shareholder understands that he or she will relinquish any right to any retention bonuses set forth in the Community retention bonus plan if he/she exercises his/her right to revoke it.

3.3 No Additional Facts. Shareholder agree that because the Release specifically covers known and unknown claims, Shareholder waives any and all rights under Section 1542 of the California Civil Code, or under any comparable law of any other jurisdiction. Section 1542 states:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

Shareholder hereby expressly waives any rights Shareholder may have under Section 1542 of the California Civil Code or any other applicable law to preserve Releasing Party Claims which Shareholder does not know or suspect to exist in Shareholder's favor at the time of executing the release provided in Section 3.1. Shareholder understands and acknowledges that Shareholder may discover facts different from, or in addition to, those which Shareholder knows or believes to be true with respect to the claims released herein, and agrees that the release provided in Section 3.1 shall be and remain effective in all respects notwithstanding any subsequent discovery of different or additional facts. If Shareholder discovers that any fact relied upon in entering into the release provided in Section 3.1 was untrue, or that any fact was concealed, or

that an understanding of the facts or law was incorrect, Shareholder shall not be entitled to any relief as a result thereof, and Shareholder surrenders any rights Shareholder might have to rescind the release provided in Section 3.1 on any ground. Such release is intended to be and is final and binding regardless of any claim of misrepresentation, promise made with the intention of performing, concealment of fact, mistake of law, or any other circumstances whatsoever.

3.4 No Suits or Actions. Shareholder hereby irrevocably covenants to refrain from, and shall cause each of its Related Persons to refrain from, asserting any claim or demand, or commencing, instituting or causing to be commenced, any suit, proceeding or manner of action of any kind against any Released Party based upon any Releasing Party Claim. If Shareholder (or any of its Related Persons) does any of the things mentioned in the immediately preceding sentence, then Shareholder shall indemnify the Released Parties (or any of them) in the amount of the value of any final judgment or settlement (monetary or other) and any related cost (including reasonable legal fees) entered against, paid or incurred by the Released Parties (or any of them).

3.5 Revocation. Shareholder acknowledges that Shareholder (a) has read the Release, (b) has been provided a full and ample opportunity to study it, including a period of at least forty-five (45) days if Shareholder is over forty (40) years old (or, if less than forty (40) years old, at least ten (10) days) within which to consider it (although Shareholder may voluntarily choose to execute the Release earlier), and (c) is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims, including without limitation any claims under ADEA. To revoke, Shareholder must send a written notice of revocation to Citizens at the address set forth in Section 5.6 of this Agreement.

3.6 No Assignment of Releasing Party Claims. Shareholder represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Releasing Party Claim.

ARTICLE IV

INDEPENDENCE OF OBLIGATIONS

The covenants of Shareholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Shareholder, on the one hand, and Citizens on the other, and the existence of any claim or cause of action by Shareholder against Community, Citizens, Parent, or any of their respective Affiliates (or the existence of any claim or cause of action by Citizens or Parent against Shareholder, as the case may be), shall not constitute a defense to the enforcement of such covenants against Shareholder, or against Citizens or Parent, as the case may be.

ARTICLE V

GENERAL

5.1 Amendments. To the fullest extent permitted by Law, this Agreement may be amended by agreement in writing of the parties hereto at any time.

5.2 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

5.3 Termination.

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated prior to the Effective Time of the Merger.

(b) Unless sooner terminated pursuant to subsection (a) of this Section 5.3, the obligations of Shareholder under Sections 2.1 and 2.2 shall terminate at the end of the Applicable Period. The Release shall continue to be in full force and effect indefinitely, unless this Agreement is terminated pursuant to Section 5.3(a).

(c) Unless sooner terminated under subsection (a) of this Section 5.3, and except as provided in subsection (b) of this Section 5.3, the obligations of Shareholder under this Agreement shall terminate only on the mutual agreement of Shareholder, on the one hand, and Citizens or the Surviving Corporation, on the other hand.

5.4 Specific Performance. Shareholder acknowledges and agrees that irreparable injury will result to Citizens in the event of a breach of any of the provisions of this Agreement and that Citizens may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Citizens may have, Shareholder agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Shareholder or any Affiliates, agents, or any other persons acting for or with Shareholder in any capacity whatsoever, is an appropriate remedy for any such breach and that Shareholder will not oppose the granting of such relief on the basis that Citizens has an adequate remedy at law. Shareholder submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with Shareholder, Citizens shall have the right to inform any third party that Citizens reasonably believes to be, or to be contemplating, participating with Shareholder or receiving from Shareholder assistance in violation of this Agreement, of the terms of this Agreement and the rights of Citizens hereunder, and that participation by any such persons with Shareholder in activities in violation of Shareholder's agreement with Citizens set forth in this Agreement may give rise to claims by Citizens against such third party in addition to any other remedy to which they may be entitled at law or in equity.

5.5 Severability. 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. Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed email transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested or (d) mailed by certified or registered mail postage prepaid with return receipt requested, addressed as follows:

If to Citizens, addressed to:

Citizens Business Bank
701 North Haven Avenue
Ontario, California 91764
Attention: Allen E. Nicholson
Email: anicholson@cbbank.com

With a copy addressed to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Shareholder, addressed to:

_____
_____
_____
_____
Email: _____

or at such other address and to the attention of such other person as a party may provide by notice to the other in accordance with this Section 5.6. Any such notice or communication shall be deemed received on the date delivered personally or delivered by confirmed facsimile transmission or on the next Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by certified or registered mail, postage prepaid with return receipt requested.

5.7 Waiver of Breach. Any failure or delay by Citizens in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by Citizens of a breach of any provision of this Agreement by 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 the party to be bound.

5.8 Assignment. This Agreement may be assignable by Citizens only in connection with a sale of all or substantially all of its assets or a merger or reorganization 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; Benefit to Successors. This Agreement shall be binding upon Shareholder and upon Shareholder ‘s successor and representatives and shall inure to the benefit of Citizens and its successors, representatives and assigns.

5.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California parties made and performed in this State.

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

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each party hereto. Facsimiles containing original signatures shall be deemed for all purposes to be originally signed copies of the documents which are the subject of such facsimiles.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CITIZENS BUSINESS BANK

By: Christopher D. Myers
Title: President and Chief Executive Officer

SHAREHOLDER

(Signature)

David R. Misch
(Type or Print Shareholder ‘s Name)

Exhibit B-4
Form of Non-Competition, Non-Solicitation and Non-Disclosure Agreement
(Community Officer Identified on Section 7.03(j)(v) of the Parent Disclosure Schedule)

EXHIBIT B-4

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE

This NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE (this "**Agreement**") dated as of February 26, 2018 is entered into by and between Citizens Business Bank, a California state-chartered bank ("**Citizens**"), and Alan Buckle ("**Executive**").

RECITALS

A. Citizens, CVB Financial Corp., a California corporation and parent corporation of Citizens ("**Parent**"), and Community Bank, a California state-chartered bank ("**Community**"), have entered into that certain Agreement and Plan of Reorganization and Merger, dated as of February 26, 2018 (the "**Merger Agreement**"), which, among other things, contemplates the merger of Community into Citizens (the "**Merger**"). By operation of the Merger, Citizens will succeed, without further transfer, to the rights, obligations, properties and assets of Community, including all goodwill, trade secrets and other intellectual property of Community, at the Effective Time of the Merger.

B. Executive is a beneficial owner of Community common stock and an executive officer of Community. Executive holds restricted stock units of Community ("**RSUs**") that will be converted into shares of Community common stock immediately prior to the Merger as provided in the Community equity plan, the RSU grant agreement and the Merger Agreement, and Executive will then be eligible to receive the Merger Consideration set forth in the Merger Agreement.

C. Executive is entitled to receive substantial monetary payments in connection with the transactions contemplated by the Merger Agreement as an Executive of Community and pursuant to Executive's change in control/severance agreement by and between Executive and Community.

D. As a condition and an inducement to Parent's and Citizens' willingness to enter into the Merger Agreement, and in order to protect the goodwill, trade secrets and other intellectual property of Community from after the Effective Time of the Merger, Executive agrees to refrain from competing with and using trade secrets or soliciting customers or employees of Community and, from and after the Effective Time of the Merger, Citizens as successor to Community, in accordance with the terms hereof.

E. Executive and Citizens intend for the provisions of this Agreement to be in compliance with California Business and Professions Code Section 16601 and further intend for it to be fully enforceable.

F. Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth:

"**Customer**" means any Person (i) with whom Community has an existing relationship for Financial Services (as defined below) from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger, or (ii) who is a customer of Citizens immediately prior to termination of Executive's employment or other position with Citizens, if applicable.

"**Enterprise**" means the provision of Financial Services conducted by Community at any time from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger.

"**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 any banking, financial or other services provided by a bank, trust company, credit union or other Financial Institution (including any Financial Institution or trust company in formation), including but not limited to the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, consumer and other loans; the engagement of an agent bank to issue credit cards and process credit card transactions and billing; the issuance, origination, sale and servicing of letters of credit and swap arrangements; the solicitation and provision of deposit services and services related thereto; and the provision of wire transfer, direct payment, foreign currency exchange, and other customary community banking services provided by Community prior to the Effective Time of the Merger.

"**Prospective Customer**" means any Person (i) with whom Community has, to Executive's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time between the date of execution of the Merger Agreement and the Effective Time of the Merger or (ii) with whom Citizens has, to Executive's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time prior to termination of Executive's employment or other position with Citizens, if applicable; provided, however, that Community's or Citizens' general solicitation for business, such as through television or media advertising, does not constitute pursuit of a relationship.

"**Trade Secrets**" means all secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, Customers, lists of Customers and Prospective Customers, broker lists, potential brokers, rate sheets, 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 Community or its subsidiaries and Parent, Citizens and its subsidiaries of which Executive has acquired, or may hereafter acquire, knowledge and possession as a shareholder, director, officer or employee of Community or, if applicable, Parent or Citizens, or as a result of the transactions contemplated by the Merger Agreement; provided however, notwithstanding any other provisions of this Agreement to the

contrary, “Trade Secrets” shall not include any (i) information which is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; or (ii) information readily ascertainable from public, trade or other nonconfidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement).

NOW, THEREFORE, in consideration of the premises and respective representations, warranties and covenants, agreements and conditions contained herein and in the Merger Agreement, and intending to be legally bound hereby, Executive and Citizens agree as follows:

ARTICLE I

ACKNOWLEDGMENTS BY EXECUTIVE

Executive acknowledges that:

(a) Parent and Citizens would not enter into the Merger Agreement unless Executive agrees not to enter into an activity that is competitive with or similar to the Enterprise in violation of this Agreement and that, accordingly, this Agreement is a material inducement for Parent and Citizens to enter into and to carry out the terms of the Merger Agreement. Accordingly, Executive expressly acknowledges that he is entering into this Agreement with Citizens to induce Parent and Citizens to enter into and carry out the terms of the Merger Agreement.

(b) By virtue of his position with Community and, if applicable, Parent and/or Citizens after the Effective Time of the Merger, Executive has developed considerable expertise in the business operations of Community and, if applicable, will develop considerable expertise in the business operations of Parent and Citizens and has access to Trade Secrets of Community and, if applicable, will have access to Trade Secrets of Parent and Citizens. Executive recognizes that Parent and Citizens would be irreparably damaged, and its substantial investment in Community materially impaired, if Executive were to enter into an activity that is competitive with or similar to the Enterprise in violation of the terms of this Agreement, if Executive were to disclose or make use of any Trade Secrets in violation of the terms of this Agreement, or if Executive were to solicit Customers, Prospective Customers or employees of Community or Citizens as successor to Community from and after the Effective Time of the Merger in violation of the terms of this Agreement. Accordingly, Executive expressly acknowledges that he is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Executive in all respects.

ARTICLE II

NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE

2.1 Non-competition.

(a) In consideration of the substantial monetary payments to Executive upon consummation of the Merger in exchange for Executive’s equity interest in Community pursuant

to the Merger Agreement, and payment by Citizens to Executive of $250,000 by wire to an account designated by Executive on or prior to the Effective Time of the Merger, Executive agrees that from the date of this Agreement and for the period ending on the expiration of twelve (12) months after the Effective Time of the Merger (the "**Applicable Period**"), Executive shall not, directly or indirectly, without the prior written consent of Citizens, own, manage, operate, control, or have any interest in the ownership, management, operation, or control of, or be connected as a shareholder, member, partner, principal, director, officer, manager, investor, organizer, founder, trustee, employee, advisor, consultant, agent, or representative of or with, any business or enterprise engaged in providing Financial Services in any of the following counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura, California.

(b) Notwithstanding anything to the contrary set forth herein, Executive shall not be deemed to be in contravention of subsection (a) of this Section 2.1, if: (y) Executive participates in any such business solely (A) as an officer or director of Parent or Citizens or (B) as a passive investor in up to 5% of the equity securities or 10% of the debt securities of a company or partnership, or (z) Executive is employed by a business or enterprise that is engaged primarily in a business other than the provision of Financial Services which is competitive with or similar to the Enterprise and Executive does not apply in any manner his expertise at such business or enterprise to that part of such business or enterprise that is competitive with or similar to the Enterprise.

2.2 Non-solicitation. During the Applicable Period, Executive shall not, directly or indirectly, without the prior written consent of Parent or Citizens, on behalf of any Financial Institution,

(a) solicit or aid in the solicitation of any Customers or Prospective Customers for Financial Services,

(b) solicit or aid in the solicitation of any officers or employees of Community or, from and after the Effective Time of the Merger, Citizens as successor to Community, or

(c) induce or attempt to induce immediately any Person who is a Customer or a Prospective Customer, supplier, distributor, officer or employee of (i) Community as of the date hereof or immediately prior to the Effective Time of the Merger or (ii) Citizens immediately prior to termination of Executive's employment or other position with Citizens, as applicable, in each case, to terminate such person's relationships with the Surviving Corporation.

The prohibitions set forth in this Section 2.2 shall not apply to general solicitations or attempted solicitations by employment agencies (so long as the agency was not directed to solicit a Person otherwise subject to the prohibitions of this Section 2.2) or the general advertising or general solicitations not specifically directed at such Person(s).

2.3 Trade Secrets. Without limiting the generality of the foregoing and at all times after the date hereof, other than for the benefit of Community, or as otherwise approved by Community, and, after the Effective Time of the Merger (as such term is defined in the Merger Agreement), other than for the benefit of Parent and/or Citizens or as otherwise approved by Parent or Citizens in writing, Executive (i) shall make no use of the Trade Secrets, or any part thereof; (ii) shall not disclose the Trade Secrets, or any part thereof, to any other Person, and

(iii) shall deliver, on and after the Effective Time of the Merger, upon the request of Citizens, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets, now possessed or hereafter acquired by Executive, to Parent and/or Citizens.

2.4 Exceptions. Notwithstanding any provision of this Agreement to the contrary, Executive may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that Executive is required to disclose or reveal under any applicable Law or is otherwise required to disclose or reveal by any Governmental Authority; provided, that Executive makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable Laws, gives Citizens prompt notice of such requirement in advance of such disclosure and exercises reasonable efforts to preserve the confidentiality of such Trade Secrets, including, without limitation, by reasonably cooperating with Parent and Citizens, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Trade Secrets by the Governmental Authority or other recipient of the Trade Secrets.

ARTICLE III

RELEASE

3.1 Release. From and after the Effective Time of the Merger, Executive on Executive's own behalf and on behalf of Executive's past, present and future affiliates, agents, attorneys, administrators, heirs, executors, spouses, trustees, beneficiaries, representatives, successors and assigns claiming by or through Executive (collectively, the "**Related Persons**"), hereby absolutely, unconditionally and irrevocably RELEASES and FOREVER DISCHARGES (the "**Release**") Community and its current or former affiliates, subsidiaries, subdivisions, officers, directors, employees, managers, partners, principals, advisors, agents, stockholders, members, investors, equity holders or other representatives (including attorneys, accountants, consultants, bankers and financial advisors), successors (including Citizens), predecessors or assigns (each, a "**Released Party**" and collectively, the "**Released Parties**") from the following (collectively, the "**Releasing Party Claims**"): any and all claims, demands, allegations, assertions, complaints, controversies, charges, duties (fiduciary or otherwise), breaches of duties, grievances, rights, causes of action, actions, suits, liabilities, debts, obligations, promises, commitments, agreements, guarantees, endorsements, duties, damages, costs, losses, debts and expenses (including attorneys' fees and costs incurred) of any nature whatsoever (whether direct or indirect, known or unknown, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, asserted or unasserted, absolute or contingent, determined or conditional, express or implied, fixed or variable and whether vicarious, derivative, joint, several or secondary) relating to the Released Parties, including, without limitation, any and all actions, activities, assets, liabilities and the ownership of any securities, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by Executive, whether the same be in administrative proceedings, in arbitration, at law, in equity or mixed, which Executive ever had, now has or hereafter may have against any or all of the Released Parties, in respect of any and all agreements, liabilities or obligations entered into or incurred on or prior to the date hereof, or in respect of any event occurring or circumstances existing on or prior to the date hereof, whether or not relating to claims pending on, or asserted after, the date hereof; provided, however, that the foregoing release does not

extend to, include or restrict or limit in any way, and each Releasing Party hereby reserves such Releasing Party's rights, if any, and the right of the other Releasing Parties, if any, to pursue any and all Releasing Party Claims that such Releasing Party may now or in the future have solely on account of (a) any existing rights of such Releasing Party under any severance agreement, employment agreement or other employee benefit plan of Community of which Executive is a party or is otherwise a beneficiary thereof, (b) any rights or claims for benefits (other than any severance or deferred compensation) under benefit plans of Community (or its successor) (including, without limiting the generality of the foregoing, COBRA benefits and rights to account balances, earnings thereon and forfeiture allocations), (c) rights under any applicable workers' compensation statutes arising out of compensable job related injuries, (d) any claims relating to salary, vacation pay or other compensation received in the ordinary course of business consistent with past practice, (e) any rights to indemnification for serving as an officer, director, agent or employee of Community or any affiliates of Community, or serving at the request of Community as a trustee or fiduciary of any benefit plan, provided that such rights exist as a matter of law or contract or pursuant to the corporate documents of such applicable company, (f) any rights under the Merger Agreement to the Merger Consideration and (g) any claim which, as a matter of applicable Law, cannot be released.

3.2 ADEA. Without limiting the scope of the Release in any way, Executive certifies that the Release constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he/she may have or may claim to have under the Federal Age Discrimination in Employment Act ("**ADEA**"), as amended by the Older Workers Benefit Protection Act of 1990, which is set forth at 29 U.S.C. § § 621, et seq. The Release does not govern any rights or claims that may arise under the ADEA after the date the Release is signed by Executive. If Executive is age 40 or over, (a) he/she is aware of his/her right to revoke the Release at any time within the seven (7)-day period following the date he/she signs it and that the Release shall not become effective or enforceable until the seven (7)-day revocation period expires without revocation; and (b) he/she has been given an opportunity to consider fully the terms of the Release for forty-five (45) days, although Executive is not required to wait forty-five (45) days before signing the Release. Executive understands that he or she will relinquish any right to any retention bonuses set forth in the Retention Bonus Agreement if he/she exercises his/her right to revoke it.

3.3 No Additional Facts. Executive agree that because the Release specifically covers known and unknown claims, Executive waives any and all rights under Section 1542 of the California Civil Code, or under any comparable law of any other jurisdiction. Section 1542 states:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

Executive hereby expressly waives any rights Executive may have under Section 1542 of the California Civil Code or any other applicable law to preserve Releasing Party Claims which Executive does not know or suspect to exist in Executive's favor at the time of executing the release provided in Section 3.1. Executive understands and acknowledges that Executive may discover facts different from, or in addition to, those which Executive knows or believes to be

true with respect to the claims released herein, and agrees that the release provided in Section 3.1 shall be and remain effective in all respects notwithstanding any subsequent discovery of different or additional facts. If Executive discovers that any fact relied upon in entering into the release provided in Section 3.1 was untrue, or that any fact was concealed, or that an understanding of the facts or law was incorrect, Executive shall not be entitled to any relief as a result thereof, and Executive surrenders any rights Executive might have to rescind the release provided in Section 3.1 on any ground. Such release is intended to be and is final and binding regardless of any claim of misrepresentation, promise made with the intention of performing, concealment of fact, mistake of law, or any other circumstances whatsoever.

3.4 No Suits or Actions. Executive hereby irrevocably covenants to refrain from, and shall cause each of its Related Persons to refrain from, asserting any claim or demand, or commencing, instituting or causing to be commenced, any suit, proceeding or manner of action of any kind against any Released Party based upon any Releasing Party Claim. If Executive (or any of its Related Persons) does any of the things mentioned in the immediately preceding sentence, then Executive shall indemnify the Released Parties (or any of them) in the amount of the value of any final judgment or settlement (monetary or other) and any related cost (including reasonable legal fees) entered against, paid or incurred by the Released Parties (or any of them).

3.5 Revocation. Executive acknowledges that Executive (a) has read the Release, (b) has been provided a full and ample opportunity to study it, including a period of at least forty-five (45) days if Executive is over forty (40) years old (or, if less than forty (40) years old, at least ten (10) days) within which to consider it (although Executive may voluntarily choose to execute the Release earlier), and (c) is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims, including without limitation any claims under ADEA. To revoke, Executive must send a written notice of revocation to Citizens at the address set forth in Section 5.6 of this Agreement.

3.6 No Assignment of Releasing Party Claims. Executive represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Releasing Party Claim.

ARTICLE IV

INDEPENDENCE OF OBLIGATIONS

The covenants of Executive set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Executive, on the one hand, and Citizens on the other, and the existence of any claim or cause of action by Executive against Community, Citizens, Parent, or any of their respective Affiliates (or the existence of any claim or cause of action by Citizens or Parent against Executive, as the case may be), shall not constitute a defense to the enforcement of such covenants against Executive, or against Citizens or Parent, as the case may be.

ARTICLE V

GENERAL

5.1 Amendments. To the fullest extent permitted by Law, this Agreement may be amended by agreement in writing of the parties hereto at any time.

5.2 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

5.3 Termination.

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated prior to the Effective Time of the Merger.

(b) Unless sooner terminated pursuant to subsection (a) of this Section 5.3, the obligations of Executive under Sections 2.1 and 2.2 shall terminate at the end of the Applicable Period. The Release shall continue to be in full force and effect indefinitely, unless this Agreement is terminated pursuant to Section 5.3(a).

(c) Unless sooner terminated under subsection (a) of this Section 5.3, and except as provided in subsection (b) of this Section 5.3, the obligations of Executive under this Agreement shall terminate only on the mutual agreement of Executive, on the one hand, and Citizens or the Surviving Corporation, on the other hand.

5.4 Specific Performance. Executive acknowledges and agrees that irreparable injury will result to Citizens in the event of a breach of any of the provisions of this Agreement and that Citizens may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Citizens may have, Executive agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Executive or any Affiliates, agents, or any other persons acting for or with Executive in any capacity whatsoever, is an appropriate remedy for any such breach and that Executive will not oppose the granting of such relief on the basis that Citizens has an adequate remedy at law. Executive submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with Executive, Citizens shall have the right to inform any third party that Citizens reasonably believes to be, or to be contemplating, participating with Executive or receiving from Executive assistance in violation of this Agreement, of the terms of this Agreement and the rights of Citizens hereunder, and that participation by any such persons with Executive in activities in violation of Executive's agreement with Citizens set forth in this Agreement may give rise to claims by Citizens against such third party in addition to any other remedy to which they may be entitled at law or in equity.

5.5 Severability. 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. Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed email transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested or (d) mailed by certified or registered mail postage prepaid with return receipt requested, addressed as follows:

If to Citizens, addressed to:

Citizens Business Bank
701 North Haven Avenue
Ontario, California 91764
Attention: Allen E. Nicholson
Email: anicholson@cbbank.com

With a copy addressed to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Executive, addressed to:

_____
_____
_____
_____
Email: _____

or at such other address and to the attention of such other person as a party may provide by notice to the other in accordance with this Section 5.6. Any such notice or communication shall be deemed received on the date delivered personally or delivered by confirmed facsimile transmission or on the next Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by certified or registered mail, postage prepaid with return receipt requested.

5.7 Waiver of Breach. Any failure or delay by Citizens in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by Citizens of a breach of any provision of this Agreement by Executive 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 the party to be bound.

5.8 Assignment. This Agreement may be assignable by Citizens only in connection with a sale of all or substantially all of its assets or a merger or reorganization 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; Benefit to Successors. This Agreement shall be binding upon Executive and upon Executive ‘s successor and representatives and shall inure to the benefit of Citizens and its successors, representatives and assigns.

5.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California parties made and performed in this State.

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

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each party hereto. Facsimiles containing original signatures shall be deemed for all purposes to be originally signed copies of the documents which are the subject of such facsimiles.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CITIZENS BUSINESS BANK

By: Christopher D. Myers
Title: President and Chief Executive Officer

EXECUTIVE

(Signature)

(Type or Print Executive's Name)

Exhibit B-5
Form of Non-Solicitation and Non-Disclosure Agreement
(Community Officers Identified on Section 7.03(j)(vi) of the Parent Disclosure Schedule)

EXHIBIT B-5

NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE

This NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT AND RELEASE (this "**Agreement**") dated as of February 26, 2018 is entered into by and between Citizens Business Bank, a California state-chartered bank ("**Citizens**"), and [_____] ("**Employee**").

RECITALS

A. Citizens, CVB Financial Corp., a California corporation and parent corporation of Citizens ("**Parent**"), and Community Bank, a California state-chartered bank ("**Community**"), have entered into that certain Agreement and Plan of Reorganization and Merger, dated as of February 26, 2018 (the "**Merger Agreement**"), which, among other things, contemplates the merger of Community into Citizens (the "**Merger**"). By operation of the Merger, Citizens will succeed, without further transfer, to the rights, obligations, properties and assets of Community, including all goodwill, trade secrets and other intellectual property of Community, at the Effective Time of the Merger.

B. Employee is a beneficial owner of Community common stock and a director and/or executive officer of Community. Employee holds restricted stock units of Community ("**RSUs**") that will be converted into shares of Community common stock immediately prior to the Merger as provided in the Community equity plan, the RSU grant agreement and the Merger Agreement, and Employee will then be eligible to receive the Merger Consideration set forth in the Merger Agreement.

C. Employee is entitled to receive substantial monetary payments in connection with the transactions contemplated by the Merger Agreement as an Employee of Community and holder of RSUs and/or pursuant to Employee's change in control/severance agreement by and between Employee and Community.

D. As a condition and an inducement to Parent's and Citizens' willingness to enter into the Merger Agreement, and in order to protect the goodwill, trade secrets and other intellectual property of Community from after the Effective Time of the Merger, Employee agrees to refrain from using trade secrets or soliciting customers or employees of Community and, from and after the Effective Time of the Merger, Citizens as successor to Community, in accordance with the terms hereof.

E. Employee and Citizens intend for the provisions of this Agreement to be in compliance with California Business and Professions Code Section 16601 to the extent applicable and further intend for it to be fully enforceable.

F. Except as otherwise provided herein, each capitalized term shall have the meaning given to such term in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth:

"**Customer**" means any Person (i) with whom Community has an existing relationship for Financial Services (as defined below) from the date of execution of the Merger Agreement until immediately prior to the Effective Time of the Merger, or (ii) who is a customer of Citizens immediately prior to termination of Employee's employment with Citizens, if applicable.

"**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 any banking, financial or other services provided by a bank, trust company, credit union or other Financial Institution (including any Financial Institution or trust company in formation), including but not limited to the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, consumer and other loans; the engagement of an agent bank to issue credit cards and process credit card transactions and billing; the issuance, origination, sale and servicing of letters of credit and swap arrangements; the solicitation and provision of deposit services and services related thereto; and the provision of wire transfer, direct payment, foreign currency exchange, and other customary community banking services provided by Community prior to the Effective Time of the Merger.

"**Prospective Customer**" means any Person (i) with whom Community has, to Employee's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time between the date of execution of the Merger Agreement and the Effective Time of the Merger or (ii) with whom Citizens has, to Employee's knowledge, specifically pursued a relationship in writing (including through e-mail correspondence) to provide Financial Services at any time prior to termination of Employee's employment or other position with Citizens, if applicable; provided, however, that Community's or Citizens' general solicitation for business, such as through television or media advertising, does not constitute pursuit of a relationship.

"**Trade Secrets**" means all secrets and other confidential information, ideas, knowledge, know-how, techniques, secret processes, improvements, discoveries, methods, inventions, sales, financial information, Customers, lists of Customers and Prospective Customers, broker lists, potential brokers, rate sheets, 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 Community or its subsidiaries and Parent, Citizens and its subsidiaries of which Employee has acquired, or may hereafter acquire, knowledge and possession as a shareholder, director, officer or employee of Community or, if applicable, Parent or Citizens, or as a result of the transactions contemplated by the Merger Agreement; provided however, notwithstanding any other provisions of this Agreement to the contrary, "Trade Secrets" shall not include any (i) information which is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; or (ii) information readily ascertainable from public, trade or other nonconfidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement).

NOW, THEREFORE, in consideration of the premises and respective representations, warranties and covenants, agreements and conditions contained herein and in the Merger Agreement, and intending to be legally bound hereby, Employee and Citizens agree as follows:

ARTICLE I

ACKNOWLEDGMENTS BY EMPLOYEE

Employee acknowledges that:

(a) Parent and Citizens would not enter into the Merger Agreement unless Employee agrees not to use Trade Secrets or solicit customers and employees in violation of this Agreement and that, accordingly, this Agreement is a material inducement for Parent and Citizens to enter into and to carry out the terms of the Merger Agreement. Accordingly, Employee expressly acknowledges that [he/she] is entering into this Agreement with Citizens to induce Parent and Citizens to enter into and carry out the terms of the Merger Agreement.

(b) Employee acknowledges that by virtue of [his/her] position with Community and, if applicable, Parent and/or Citizens after the Effective Time of the Merger, Employee has developed considerable expertise in the business operations of Community and, if applicable, will develop considerable expertise in the business operations of Parent and Citizens and has access to Trade Secrets of Community and, if applicable, will have access to Trade Secrets of Parent and Citizens upon the Effective Time of the Merger. Employee recognizes that Parent and Citizens would be irreparably damaged, and its substantial investment in Community materially impaired, if Employee were to disclose or make use of any Trade Secrets in violation of the terms of this Agreement, or if Employee were to solicit employees of Community or Citizens as successor to Community from and after the Effective Time of the Merger in violation of the terms of this Agreement. Accordingly, Employee expressly acknowledges that [he/she] is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to Employee in all respects.

ARTICLE II

NON-SOLICITATION AND NON-DISCLOSURE

2.1 Non-solicitation. From the date of this Agreement and for the period ending on the expiration of twelve (12) months after the Effective Time of the Merger (the "**Applicable Period**"), Employee shall not, directly or indirectly, without the prior written consent of Parent or Citizens, on behalf of any Financial Institution,

(a) solicit or aid in the solicitation of any Customers or Prospective Customers for Financial Services,

(b) solicit or aid in the solicitation of any officers or employees of Community or, from and after the Effective Time of the Merger, Citizens as successor to Community, or

(c) induce or attempt to induce any Person who is a Customer or Prospective Customer, or induce or attempt to induce any supplier, distributor, officer or employee of (i) Community as of the date hereof or immediately prior to the Effective Time of the Merger or (ii) Citizens immediately prior to termination of Employee's employment with Citizens, as applicable, in each case, to terminate such person's relationships with the Surviving Corporation.

The prohibitions set forth in this Section 2.1 shall not apply to general solicitations or attempted solicitations by employment agencies (so long as the agency was not directed to solicit a Person otherwise subject to the prohibitions of this Section 2.1) or the general advertising or general solicitations not specifically directed at such Person(s).

2.2 Trade Secrets. Without limiting the generality of the foregoing and at all times after the date hereof, other than for the benefit of Community, or as otherwise approved by Community, and, after the Effective Time of the Merger (as such term is defined in the Merger Agreement), other than for the benefit of Parent and/or Citizens or as otherwise approved by Parent or Citizens in writing, Employee (i) shall make no use of the Trade Secrets, or any part thereof; (ii) shall not disclose the Trade Secrets, or any part thereof, to any other Person, and (iii) shall deliver, on and after the Effective Time of the Merger, upon the request of Citizens, all documents, reports, drawings, designs, plans, proposals and other tangible evidence of Trade Secrets, now possessed or hereafter acquired by Employee, to Parent and/or Citizens.

2.3 Exceptions. Notwithstanding any provision of this Agreement to the contrary, Employee may disclose or reveal any information, whether including in whole or in part any Trade Secrets, that Employee is required to disclose or reveal under any applicable Law or is otherwise required to disclose or reveal by any Governmental Authority; provided, that Employee makes a good faith request that the confidentiality of the Trade Secrets be preserved and, to the extent not prohibited by applicable Laws, gives Citizens prompt notice of such requirement in advance of such disclosure and exercises reasonable efforts to preserve the confidentiality of such Trade Secrets, including, without limitation, by reasonably cooperating with Parent and Citizens, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Trade Secrets by the Governmental Authority or other recipient of the Trade Secrets.

ARTICLE III

RELEASE

3.1 Release. From and after the Effective Time of the Merger, Employee on Employee's own behalf and on behalf of Employee's past, present and future affiliates, agents, attorneys, administrators, heirs, executors, spouses, trustees, beneficiaries, representatives, successors and assigns claiming by or through Employee (collectively, the "**Related Persons**"), hereby absolutely, unconditionally and irrevocably RELEASES and FOREVER DISCHARGES (the "**Release**") Community and its current or former affiliates, subsidiaries, subdivisions, officers, directors, employees, managers, partners, principals, advisors, agents, stockholders, members, investors, equity holders or other representatives (including attorneys, accountants, consultants, bankers and financial advisors), successors (including Citizens), predecessors or assigns (each, a "**Released Party**" and collectively, the "**Released Parties**") from the following (collectively, the "**Releasing Party Claims**"): any and all claims, demands, allegations,

assertions, complaints, controversies, charges, duties (fiduciary or otherwise), breaches of duties, grievances, rights, causes of action, actions, suits, liabilities, debts, obligations, promises, commitments, agreements, guarantees, endorsements, duties, damages, costs, losses, debts and expenses (including attorneys' fees and costs incurred) of any nature whatsoever (whether direct or indirect, known or unknown, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, asserted or unasserted, absolute or contingent, determined or conditional, express or implied, fixed or variable and whether vicarious, derivative, joint, several or secondary) relating to the Released Parties, including, without limitation, any and all actions, activities, assets, liabilities and the ownership of any securities, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by Employee, whether the same be in administrative proceedings, in arbitration, at law, in equity or mixed, which Employee ever had, now has or hereafter may have against any or all of the Released Parties, in respect of any and all agreements, liabilities or obligations entered into or incurred on or prior to the date hereof, or in respect of any event occurring or circumstances existing on or prior to the date hereof, whether or not relating to claims pending on, or asserted after, the date hereof; provided, however, that the foregoing release does not extend to, include or restrict or limit in any way, and each Releasing Party hereby reserves such Releasing Party's rights, if any, and the right of the other Releasing Parties, if any, to pursue any and all Releasing Party Claims that such Releasing Party may now or in the future have solely on account of (a) any existing rights of such Releasing Party under any severance agreement, employment agreement or other employee benefit plan of Community of which Employee is a party or is otherwise a beneficiary thereof, (b) any rights or claims for benefits (other than any severance or deferred compensation) under benefit plans of Community (or its successor) (including, without limiting the generality of the foregoing, COBRA benefits and rights to account balances, earnings thereon and forfeiture allocations), (c) rights under any applicable workers' compensation statutes arising out of compensable job related injuries, (d) any claims relating to salary, vacation pay or other compensation received in the ordinary course of business consistent with past practice, (e) any rights to indemnification for serving as an officer, director, agent or employee of Community or any affiliates of Community, or serving at the request of Community as a trustee or fiduciary of any benefit plan, provided that such rights exist as a matter of law or contract or pursuant to the corporate documents of such applicable company, (f) any rights under the Merger Agreement to the Merger Consideration and (g) any claim which, as a matter of applicable Law, cannot be released.

3.2 ADEA. Without limiting the scope of the Release in any way, Employee certifies that the Release constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he/she may have or may claim to have under the Federal Age Discrimination in Employment Act ("**ADEA**"), as amended by the Older Workers Benefit Protection Act of 1990, which is set forth at 29 U.S.C. § § 621, et seq. The Release does not govern any rights or claims that may arise under the ADEA after the date the Release is signed by Employee. If Employee is age 40 or over, (a) he/she is aware of his/her right to revoke the Release at any time within the seven (7)-day period following the date he/she signs it and that the Release shall not become effective or enforceable until the seven (7)-day revocation period expires without revocation; and (b) he/she has been given an opportunity to consider fully the terms of the Release for forty-five (45) days, although Employee is not required to wait forty-five (45) days before signing the Release. Employee understands that he or she will relinquish any right to any retention bonuses set forth in the Community retention bonus plan if he/she exercises his/her right to revoke it.

3.3 No Additional Facts. Employee agree that because the Release specifically covers known and unknown claims, Employee waives any and all rights under Section 1542 of the California Civil Code, or under any comparable law of any other jurisdiction. Section 1542 states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Employee hereby expressly waives any rights Employee may have under Section 1542 of the California Civil Code or any other applicable law to preserve Releasing Party Claims which Employee does not know or suspect to exist in Employee's favor at the time of executing the release provided in Section 3.1. Employee understands and acknowledges that Employee may discover facts different from, or in addition to, those which Employee knows or believes to be true with respect to the claims released herein, and agrees that the release provided in Section 3.1 shall be and remain effective in all respects notwithstanding any subsequent discovery of different or additional facts. If Employee discovers that any fact relied upon in entering into the release provided in Section 3.1 was untrue, or that any fact was concealed, or that an understanding of the facts or law was incorrect, Employee shall not be entitled to any relief as a result thereof, and Employee surrenders any rights Employee might have to rescind the release provided in Section 3.1 on any ground. Such release is intended to be and is final and binding regardless of any claim of misrepresentation, promise made with the intention of performing, concealment of fact, mistake of law, or any other circumstances whatsoever.

3.4 No Suits or Actions. Employee hereby irrevocably covenants to refrain from, and shall cause each of its Related Persons to refrain from, asserting any claim or demand, or commencing, instituting or causing to be commenced, any suit, proceeding or manner of action of any kind against any Released Party based upon any Releasing Party Claim. If Employee (or any of its Related Persons) does any of the things mentioned in the immediately preceding sentence, then Employee shall indemnify the Released Parties (or any of them) in the amount of the value of any final judgment or settlement (monetary or other) and any related cost (including reasonable legal fees) entered against, paid or incurred by the Released Parties (or any of them).

3.5 Revocation. Employee acknowledges that Employee (a) has read the Release, (b) has been provided a full and ample opportunity to study it, including a period of at least forty-five (45) days if Employee is over forty (40) years old (or, if less than forty (40) years old, at least ten (10) days) within which to consider it (although Employee may voluntarily choose to execute the Release earlier), and (c) is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims, including without limitation any claims under ADEA. To revoke, Employee must send a written notice of revocation to Citizens at the address set forth in Section 5.6 of this Agreement.

3.6 No Assignment of Releasing Party Claims. Employee represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Releasing Party Claim.

ARTICLE IV

INDEPENDENCE OF OBLIGATIONS

The covenants of Employee set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Employee, on the one hand, and Citizens on the other, and the existence of any claim or cause of action by Employee against Community, Citizens, Parent, or any of their respective Affiliates (or the existence of any claim or cause of action by Citizens or Parent against Employee, as the case may be), shall not constitute a defense to the enforcement of such covenants against Employee, or against Citizens or Parent, as the case may be.

ARTICLE V

GENERAL

5.1 Amendments. To the fullest extent permitted by Law, this Agreement may be amended by agreement in writing of the parties hereto at any time.

5.2 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

5.3 Termination.

(a) This Agreement shall terminate automatically without further action in the event that the Merger Agreement is terminated prior to the Effective Time of the Merger.

(b) Unless sooner terminated pursuant to subsection (a) of this Section 5.3, the obligations of Employee under Sections 2.1 and 2.2 shall terminate at the end of the Applicable Period. The Release shall continue to be in full force and effect indefinitely, unless this Agreement is terminated pursuant to Section 5.3(a).

(c) Unless sooner terminated under subsection (a) of this Section 5.3, and except as provided in subsection (b) of this Section 5.3, the obligations of Employee under this Agreement shall terminate only on the mutual agreement of Employee, on the one hand, and Citizens or the Surviving Corporation, on the other hand.

5.4 Specific Performance. Employee acknowledges and agrees that irreparable injury will result to Citizens in the event of a breach of any of the provisions of this Agreement and that Citizens may have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, and in addition to any other legal or equitable remedy Citizens may have, Employee agrees that the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by Employee or any Affiliates, agents, or any other persons acting for or with Employee in any capacity whatsoever, is an appropriate remedy for any such breach and that Employee will not oppose the granting of such relief on the

basis that Citizens has an adequate remedy at law. Employee submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with Employee, Citizens shall have the right to inform any third party that Citizens reasonably believes to be, or to be contemplating, participating with Employee or receiving from Employee assistance in violation of this Agreement, of the terms of this Agreement and the rights of Citizens hereunder, and that participation by any such persons with Employee in activities in violation of Employee's agreement with Citizens set forth in this Agreement may give rise to claims by Citizens against such third party in addition to any other remedy to which they may be entitled at law or in equity.

5.5 Severability. 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. Any notice or communication required or permitted hereunder, shall be deemed to have been given if in writing and (a) delivered in person, (b) delivered by confirmed email transmission, (c) sent by overnight carrier, postage prepaid with return receipt requested or (d) mailed by certified or registered mail postage prepaid with return receipt requested, addressed as follows:

If to Citizens, addressed to:

Citizens Business Bank
701 North Haven Avenue
Ontario, California 91764
Attention: E. Allen Nicholson
Email: anicholson@cbbank.com

With a copy addressed to:

Morrison & Foerster LLP
707 Wilshire Blvd.
Los Angeles, California 90017
Attention: Ben Chung, Esq.
Email: bchung@mofo.com

If to Employee, addressed to:

_____
_____
_____
_____
Email: _____

or at such other address and to the attention of such other person as a party may provide by notice to the other in accordance with this Section 5.6. Any such notice or communication shall be deemed received on the date delivered personally or delivered by confirmed facsimile transmission or on the next Business Day after it was sent by overnight carrier, postage prepaid with return receipt requested or on the third Business Day after it was sent by certified or registered mail, postage prepaid with return receipt requested.

5.7 Waiver of Breach. Any failure or delay by Citizens in enforcing any provision of this Agreement shall not operate as a waiver thereof. The waiver by Citizens of a breach of any provision of this Agreement by Employee 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 the party to be bound.

5.8 Assignment. This Agreement may be assignable by Citizens only in connection with a sale of all or substantially all of its assets or a merger or reorganization 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; Benefit to Successors. This Agreement shall be binding upon Employee and upon Employee ‘s successor and representatives and shall inure to the benefit of Citizens and its successors, representatives and assigns.

5.10 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California parties made and performed in this State.

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

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party hereto and delivered to each party hereto. Facsimiles containing original signatures shall be deemed for all purposes to be originally signed copies of the documents which are the subject of such facsimiles.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

CITIZENS BUSINESS BANK

By: Christopher D. Myers
Title: President and Chief Executive Officer

EMPLOYEE

(Signature)

(Type or Print Employee's Name)

Exhibit C
Form of Agreement of Merger

EXHIBIT C

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement of Merger") is made and entered into as of _____ this day of _____, 2018, by and among CVB Financial Corp., a California corporation ("**Parent**"), Citizens Business Bank, a California state-chartered bank and wholly owned subsidiary of Parent ("**Citizens**"), and Community Bank, a California state-chartered bank ("**Community**"), in connection with the transactions described in that certain Agreement of Reorganization and Merger, dated as of _____, 2018 (the "**Reorganization Agreement"**), by and among Parent, Citizens and Community. Terms not otherwise defined herein shall have the meaning given them in the Reorganization Agreement.

RECITALS

WHEREAS, Parent, Citizens and Community have entered into the Reorganization Agreement providing, among other things, for the merger of Community with and into Citizens (the "**Merger**").

WHEREAS, in connection with the Reorganization Agreement, the Parties desire to effectuate the Merger upon the terms and subject to the conditions set forth in this Agreement of Merger and the Reorganization Agreement.

WHEREAS, the Parties intend that for federal income tax purposes the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement of Merger shall constitute a "plan of reorganization" within in the meaning of the Code.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such Merger, the parties hereto agree as follows:

ARTICLE I
THE MERGER

Upon the terms and subject to the conditions set forth in this Agreement of Merger and the Reorganization Agreement, at the Effective Time (as defined in Article VIII hereof), Community shall be merged with and into Citizens which shall thereupon be surviving corporation (the "**Surviving Corporation**"), and the separate corporate existence of Community shall cease.

ARTICLE II
NAME

The name of the Surviving Corporation shall be "Citizens Business Bank."

ARTICLE III
ARTICLES OF INCORPORATION

The Articles of Incorporation of Citizens as in effect immediately prior to the Effective Time shall, at and after the Effective Time, continue to be the Articles of Incorporation of the Surviving Corporation.

ARTICLE IV
BYLAWS

The Bylaws of Citizens as in effect immediately prior to the Effective Time shall, at and after the Effective Time, continue to be the Bylaws of the Surviving Corporation.

ARTICLE V
RIGHTS AND DUTIES OF SURVIVING CORPORATION

At and after the Effective Time, all rights, privileges, powers and franchises and all property and assets of every kind and description of Citizens and Community shall be vested in and be held and enjoyed by the Surviving Corporation, without further act or deed, and all the estates and interests of every kind of Citizens and Community, including all debts due to either of them, shall be as effectively the property of the Surviving Corporation as they were of Citizens and Community, and the title to any real estate vested by deed or otherwise in either Citizens or Community shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of Citizens and Community shall be preserved unimpaired and all debts, liabilities and duties of Citizens and Community shall be debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE VI
CONVERSION OF SHARES

In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement of Merger and the Reorganization Agreement, the shares of Community Common Stock and common stock of Citizens ("**Citizens Common Stock**") outstanding at the Effective Time shall be treated as follows:

(a) Outstanding Community Common Stock. Each share of Community Common Stock, excluding Excluded Shares and Dissenting Shares, issued and outstanding immediately prior to the Effective Time, shall become and be converted into the right to receive (i) $[___] in cash (the "**Cash Consideration**") and (ii) [___] of a share of Parent Common Stock (the "**Stock Consideration**" together with the Cash Consideration, the "**Merger Consideration**"), without interest thereon.

(b) Cancellation of Excluded Shares. (i) Any shares of Community Common Stock held by Parent or any direct or indirect wholly-owned Subsidiary of Parent or by Community or any direct or indirect wholly-owned Subsidiary of Community, other than those held in a fiduciary capacity or as a result of debts previously contracted ("**Excluded Shares**")

shall automatically be cancelled and retired and shall cease to exist at the Effective Time of the Merger and no consideration shall be issued in exchange therefor.

(c) Dissenting Shares. Notwithstanding any provision of this Agreement of Merger to the contrary, no Dissenting Shares shall be converted into or represent a right to receive the applicable consideration for such shares set forth in this Agreement of Merger and the Reorganization Agreement, if any, but the holder of such Dissenting Shares shall only be entitled to such dissenters' rights as are granted by Chapter 13 of the CGCL. If a holder of shares of Community Common Stock who demands that Community purchase such shares under Chapter 13 of the CGCL shall thereafter effectively withdraw or lose (through failure to perfect or otherwise) such holders' dissenters' rights with respect to such shares of Community Common Stock then, as of the occurrence of such withdrawal or loss, each such share of Community Common Stock shall be deemed as of the Effective Time to have been converted into and represent only the right to receive the Merger Consideration.

(d) Fractional Shares. Notwithstanding any other provision of this Agreement of Merger, no fractional shares of Parent Common Stock will be issued and any holder of Shares entitled to receive a fractional share of Parent Common Stock shall be entitled to receive a cash payment in lieu thereof (rounded to the nearest cent), which payment shall be determined by multiplying (i) the 20-day volume weighted average price of a share of Parent Common Stock as quoted on NASDAQ as of the fifth (5th) Business Day immediately prior to the Closing Date by (ii) the fraction of the share (rounded to the nearest thousandth when expressed in decimal form) of Parent Common Stock which such holder would otherwise be entitled to receive hereunder.

(e) Effect on Citizens Common Stock. Each share of Citizens Common Stock issued and outstanding immediately prior to the Effective Time shall, on and after the Effective Time, remain outstanding and shall automatically and for all purposes be deemed to represent one share of common stock of the Surviving Corporation.

ARTICLE VII
FURTHER ACTION

The parties hereto shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken all further or other action as they may deem necessary or desirable, in order to vest in and confirm to the Surviving Corporation title to and possession of all of Citizens' and Community's property, rights, privileges, powers and franchises hereunder, and otherwise to carry out the intent and purposes of this Agreement of Merger.

ARTICLE VIII
EFFECTIVE TIME

The Merger will become effective upon the filing of a copy of this Agreement of Merger (bearing the certification of the Secretary of State of the State of California) and all other requisite accompanying certificates in the office of the California Commissioner of Business Oversight (the "**Commissioner**"). The date and time of such filing with the Commissioner is referred to herein as the "Effective Time."

ARTICLE IX
SUCCESSORS AND ASSIGNS

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

ARTICLE X
GOVERNING LAW

This Agreement of Merger has been executed in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance by the parties hereto.

ARTICLE XI
TERMINATION

This Agreement of Merger may, by the mutual consent and action of the Boards of Directors of Parent, Citizens and Community, be abandoned at any time before the filing of this Agreement of Merger with the Commissioner. This Agreement of Merger shall automatically be terminated and of no further force and effect if, prior to the Effective Time of the Merger, the Reorganization Agreement is terminated in accordance with the terms thereof.

ARTICLE XII
SATISFACTION OF CONDITION AND OBLIGATIONS

(a) The obligations of Community to proceed with the closing are subject to the satisfaction at or prior to the closing of all of the conditions to the obligations of Community under the Reorganization Agreement, any one or more of which, to the extent it is or they are waivable, may be waived, in whole or in part, by Parent and Citizens.

(b) The obligations of Parent and Citizens to proceed with the closing are subject to the satisfaction at or prior to the closing of all of the conditions to the obligations of Citizens under the Reorganization Agreement, any one or more of which, to the extent it is or they are waivable, may be waived, in whole or in part, by Community.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, Parent, Citizens and Community, pursuant to the approval and authority duly given by resolution of their respective Board of Directors, have caused this Agreement of Merger to be signed by their respective Presidents and Secretaries on the day and year first above written.

CVB FINANCIAL CORP.

By: _____
Christopher D. Myers
President and Chief Executive Officer

By: _____
Secretary

CITIZENS BUSINESS BANK

By: _____
Christopher D. Myers
President and Chief Executive Officer

By: _____
Secretary

COMMUNITY BANK

By: _____
David R. Misch
President and Chief Executive Officer

By: _____
Secretary

List of Items in the Community Disclosure Schedule and Parent Disclosure Schedule
to the Agreement and Plan of Reorganization and Merger, dated January 26, 2018,
by and among CVB Financial Corp., Citizens Business Bank, and Community Bank

Community Disclosure Schedule

Section 1.01: Knowledge
Section 4.01(c): Corporate Organization – Subsidiaries
Section 4.02(a): Capitalization – Community RSUs
Section 4.02(b): Capitalization – Compensation Plans and Awards
Section 4.02(c): Capitalization – Subsidiary Equity
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Section 4.09(b): Compliance with Applicable Law – No Default or Violation
Section 4.09(c): Compliance with Applicable Law – Knowledge or Written Notice from Governmental Authority
Section 4.09(d): Compliance with Applicable Law – UDAAPs
Section 4.09(e): Compliance with Applicable Law – Bank Secrecy Act / Anti-Money Laundering
Section 4.09(f): Compliance with Applicable Law – Privacy
Section 4.09(j): Compliance with Applicable Law – MRB
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Section 7.03(e)(iii)(3): Retention Pool Amount
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Exhibit 99.8

CVB Financial Corp.
701 North Haven Ave., Suite 350
Ontario, CA 91764
(909) 980-4030

Press Release
For Immediate Release

CVB Financial Corp.
Christopher D. Myers
President and Chief Executive Officer
(909) 980-4030

Community Bank
David R. Misch
Chief Executive Officer
(800) 788-9999

CVB Financial Corp. and Community Bank Announce Agreement to Merge

Highlights of Announced Transaction

- **Strengthens Citizens Business Bank's ("Citizens") presence in Southern California with greater than $12 billion in total assets on a pro forma basis**
- **Citizens, founded in 1974, and Community Bank ("Community"), founded in 1945, are two institutions that have stood the test of time**
- **Complementary business banking models with similar core values and corporate cultures**
- **Expected to result in 12% earnings per share accretion in 2019, excluding one-time transaction costs**

Ontario, CA and Pasadena, CA, February 26, 2018 - CVB Financial Corp. (Nasdaq: CVBF) and Community Bank (OTC Pink: CYHT) announced today that they have entered into an agreement and plan of reorganization and merger (the "Agreement"), pursuant to which Community will merge with and into Citizens in a stock and cash transaction valued at approximately $878.3 million, based on CVBF's closing stock price of $23.37 on February 23, 2018. The merger will increase Citizens' total assets to approximately $12.0 billion on a pro forma basis as of December 31, 2017.

CVBF expects the merger to result in approximately 12% earnings per share accretion in 2019, excluding one-time transaction costs. CVBF anticipates the merger to be approximately 11%

dilutive to tangible book value per share at closing with an earn back period of approximately 4.9 years and an internal rate of return of greater than 15%. Additionally, at closing, Marshall V. Laitsch, Chairman of the Board of Community, will join the Board of CVBF.

Community Bank, headquartered in Pasadena, California, had approximately $3.7 billion in total assets, $2.7 billion in gross loans and $2.9 billion in total deposits as of December 31, 2017. Community has sixteen branch locations throughout the greater Los Angeles and Orange County areas.

Christopher D. Myers, President and Chief Executive Officer of CVB Financial Corp. and Citizens Business Bank, stated, “We are excited to be merging with a successful business bank that has been built customer by customer for the past 74 years. Our combination with Community Bank provides us tremendous financial opportunity in terms of depth of talent, a strong and diverse customer base, and significant geographic overlap. We have truly admired this franchise for a long time. The reality of blending our two teams is very exciting.”

David R. Misch, Chief Executive Officer of Community Bank, commented, “We are delighted to be joining forces with an organization that so strongly complements and builds upon Community Bank’s long-standing tradition of customer, employee and community focus.”

Pursuant to the Agreement, each share of Community common stock, including unvested restricted stock units, will receive a fixed consideration consisting of 9.4595 shares of CVBF common stock and $56.00 per share in cash. CVBF will pay aggregate consideration of approximately 30.0 million shares of CVBF common stock and $177.5 million in cash, subject to purchase price adjustment provisions and other terms set forth in the Agreement. Giving effect to the merger, Community shareholders would hold, in aggregate, approximately 21.4% of CVBF’s outstanding common stock following the merger.

Upon completion of the merger, Community will operate as Citizens Business Bank and will continue to deliver the high-touch level of service that its customers expect, with an expanded branch and ATM network and a broad range of products and services, including expertise in personal, small business, private and corporate banking, as well as treasury management and trust services.

The boards of directors of Community, CVBF and Citizens have approved the proposed merger.

The closing of the merger is subject to customary regulatory approvals and the approval of CVBF and Community shareholders, and is anticipated to occur in the third quarter of 2018.

Advisors

Keefe, Bruyette & Woods, *A Stifel Company* served as financial advisor to CVBF, and Morrison & Foerster LLP served as legal counsel to CVBF. D.A. Davidson & Co. served as financial advisor to Community, and Manatt, Phelps & Phillips LLP served as legal counsel to Community.

Conference Call and Investor Presentation

Management will hold a conference call at 8:00 a.m. PST/11:00 a.m. EST on Tuesday, February 27, 2018 to discuss the announced merger between CVB Financial Corp. and Community Bank.

To listen to the conference call, please dial (877) 506-3368. A taped replay will be made available approximately one hour after the conclusion of the call and will remain available through March 13, 2018 at 6:00 a.m. PST/9:00 a.m. EST. To access the replay, please dial (877) 344-7529, passcode 10117628.

The conference call will also be simultaneously webcast over the Internet together with presentation slides; please visit our Citizens Business Bank website at www.cbbank.com and click on the "Investors" tab to access the call from the site. Please access the website 15 minutes prior to the call to download any necessary audio software. This webcast will be recorded and available for replay on the Company's website approximately two hours after the conclusion of the conference call, and will be available on the website for approximately 12 months.

The presentation to be discussed on the conference call will be filed with the SEC and made available on the Company's website.

About CVB Financial Corp.

CVB Financial Corp. ("CVBF") is the holding company for Citizens Business Bank. CVBF is the

ninth largest bank holding company headquartered in California with assets of approximately $8.3 billion. Citizens Business Bank is consistently recognized as one of the top performing banks in the nation and offers a wide array of banking, lending and investing services through 51 banking centers and 3 trust office locations serving the Inland Empire, Los Angeles County, Orange County, San Diego County, Ventura County, Santa Barbara County, and the Central Valley area of California.

Shares of CVB Financial Corp. common stock are listed on the Nasdaq under the ticker symbol “CVBF.” For investor information on CVB Financial Corp., visit our Citizens Business Bank website at www.cbbank.com and click on the “Investors” tab.

About Community Bank

Community Bank is an independent and family-owned regional bank with assets of $3.7 billion and 16 locations throughout Southern California. Founded in 1945, Community Bank utilizes its experience, suite of financial services and unique Partnership Banking® approach to help its clients grow and succeed. For more information on Community Bank, log on to www.cbank.com. Member FDIC.

Community Bank stock is traded on the OTC Pink under the ticker symbol “CYHT.”

Safe Harbor

Certain matters set forth herein constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including forward-looking statements relating to CVBF’s current expectations regarding the proposed merger, its business plans and expectations and its future financial position and operating results. Words such as “expects”, “will likely result”, “aims”, “anticipates”, “believes”, “could”, “estimates”, “expects”, “hopes”, “intends”, “may”, “plans”, “projects”, “seeks”, “should”, “will” and variations of these words and similar expressions help to identify these forward looking statements, which involve risks and uncertainties. These forward-looking statements are subject to risks and uncertainties that could cause actual results, performance and/or achievements to differ materially from those projected. These risks and uncertainties include, but are not limited to: CVBF’s ability to realize anticipated cost savings, economies of scale and/or revenue and business franchise enhancements from the proposed merger within expected time frames or at all; whether

governmental approvals for the proposed merger will be obtained within expected time frames or ever; whether the other conditions to the closing of the proposed merger, including approval by CVBF and Community shareholders, are satisfied; local, regional, national and international economic and market conditions and events and the impact they may have on CVBF, CVBF's customers, assets, and liabilities; changes in CVBF or Community's organization, management, compensation and benefit plans, and the ability of CVBF and Community to retain or expand their respective management teams and/or boards of directors; CVBF's success at managing the risks involved in the foregoing items and all other factors set forth in CVBF's public reports including its Annual Report on Form 10-K for the year ended December 31, 2016, and particularly the discussion of risk factors within that document. CVBF does not undertake, and specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences or unanticipated events or circumstances after the date of such statements except as required by law. Statement about future operating results, such as those concerning accretion and dilution to CVBF's earnings or shareholders are for illustrative purposes only, are not forecasts and actual results may differ.

Additional Information About the Proposed Merger and Where to Find It

In connection with the proposed merger, CVBF will file with the SEC a Registration Statement on Form S-4 that will include a Joint Proxy Statement of CVBF and Community and a Prospectus of CVBF, as well as other relevant documents concerning the proposed transaction. The final proxy statement/prospectus will be distributed to the shareholders of CVBF and Community in connection with their vote on the proposed transaction.

SHAREHOLDERS OF CVBF AND COMMUNITY ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PROXY STATEMENT/PROSPECTUS REGARDING THE PROPOSED TRANSACTION WHEN IT BECOMES AVAILABLE AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.

The Proxy Statement/Prospectus and other relevant materials (when they become available), and any other documents CVBF filed with the SEC may be obtained free of charge at the SEC's website, http://www.sec.gov, at the investor relations portion of CVBF's website, https://www.cbbank.com, by contacting Myrna DiSanto, Investor Relations, CVB Financial Corp., 701 N Haven Avenue, Ontario, CA 91764 or by telephone at (909) 980-4030 or by

contacting David R. Misch, Chief Executive Officer, Community Bank, 460 Sierra Madre Villa Avenue, Pasadena, CA 91107 or by telephone at (800) 788-9999.

CVBF and Community and certain of their directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of CVBF and Community in connection with the merger. Information about the directors and executive officers of CVBF and their ownership of CVBF common stock is set forth in CVBF's proxy statement filed with the SEC on April 6, 2017. Information about the directors and executive officers of Community will be set forth in the Proxy Statement/Prospectus regarding the proposed transaction. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval.

Exhibit 99.9

CVB Financial Corp.

Merger with Community Bank
February 26, 2018

cbbank.com

Forward Looking Statements

Certain matters set forth herein (including the exhibits hereto) constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including forward-looking statements relating to our current business plans and expectations and our future financial position and operating results. Words such as "will likely result", "aims", "anticipates", "believes", "could", "estimates", "expects", "hopes", "intends", "may", "plans", "projects", "seeks", "should", "will," "strategy", "possibility", and variations of these words and similar expressions help to identify these forward looking statements, which involve risks and uncertainties. These forward-looking statements are subject to risks and uncertainties that could cause actual results, performance and/or achievements to differ materially from those projected. These risks and uncertainties include, but are not limited to, local, regional, national and international economic and market conditions and political events and the impact they may have on us, our customers and our assets and liabilities; our ability to attract deposits and other sources of funding or liquidity; supply and demand for real estate and periodic deterioration in real estate prices and/or values in California or other states where we lend, including both residential and commercial real estate; a sharp or prolonged slowdown or decline in real estate construction, sales or leasing activities; changes in the financial performance and/or condition of our borrowers, depositors, key vendors or counterparties; changes in our levels of delinquent loans, nonperforming assets, allowance for loan losses and charge-offs; the costs or effects of our pending merger with Community Bank or other mergers, acquisitions or dispositions we may make, whether we are able to obtain any required governmental approvals in connection with any such acquisitions or dispositions, and/or our ability to realize the contemplated financial or business benefits associated with any such acquisitions or dispositions; our ability to realize cost savings and business synergies in connection with our agreement to merge with Community Bank within expected time frames or at all; the effect of changes in laws, regulations and applicable judicial decisions (including laws, regulations and judicial decisions concerning financial reforms, taxes, banking capital levels, allowance for loan losses, consumer, commercial or secured lending, securities and securities trading and hedging, bank operations, compliance, fair lending, employment, executive compensation, insurance, cybersecurity, vendor management and information technology) with which we and our subsidiaries must comply or believe we should comply or which may otherwise impact us; the effects of additional legal and regulatory requirements to which we may become subject in the event our total assets exceed $10 billion; changes in estimates of future reserve requirements and minimum capital requirements based upon the periodic review thereof under relevant regulatory and accounting requirements, including changes in the Basel Committee framework establishing capital standards for credit, operations and market risk; the accuracy of the assumptions and estimates and the absence of technical error in implementation or calibration of models used to estimate the fair value of financial instruments or expected credit losses or delinquencies; inflation, changes in market interest rates, securities market and monetary fluctuations; changes in government-established interest rates or monetary policies; changes in the amount and availability of deposit insurance; disruptions in the infrastructure that supports our business and the communities where we are located, which are concentrated in California, involving or related to physical site access and/or communication facilities; cyber incidents; or theft or loss of Company or customer data or money; political uncertainty or instability; acts of war or terrorism, or natural disasters, such as earthquakes, drought, or the effects of pandemic diseases; the timely development and acceptance of new banking products and services and the perceived overall value of these products and services by our customers and potential customers; the Company's relationships with and reliance upon vendors with respect to the operation of certain of the Company's key internal and external systems and applications; changes in commercial or consumer spending, borrowing and savings preferences or behaviors; technological changes and the expanding use of technology in banking and financial services (including the adoption of mobile banking and funds transfer applications); our ability to retain and increase market share, retain and grow customers and control expenses; changes in the competitive environment among financial and bank holding companies, banks and other financial service and technology providers; competition and innovation with respect to financial products and services by banks, financial institutions and non-traditional providers including retail businesses and technology companies, volatility in the credit and equity markets and its effect on the general economy or local or regional business conditions or on the Company's customers; fluctuations in the price of the Company's common stock or other securities; and the resulting impact on the Company's ability to raise capital or make acquisitions, the effect of changes in accounting policies and practices, as may be adopted from time-to-time by our regulatory agencies, as well as by the Public Company Accounting Oversight Board, the Financial Accounting Standards Board and other accounting standard-setters; changes in our organization, management, compensation and benefit plans, and our ability to retain or expand our workforce, management team and/or our board of directors; the costs and effects of legal, compliance and regulatory actions, changes and developments, including the initiation and resolution of legal proceedings (including securities, bank operations, consumer or employee class action litigation), the possibility that any settlement of any putative class action lawsuits may not be approved by the relevant court or that significant numbers of putative class members may opt out of any settlement; regulatory or other governmental inquiries or investigations, and/or the results of regulatory examinations or reviews; our ongoing relations with our various federal and state regulators, including the SEC, Federal Reserve Board, FDIC and California DBO; our success at managing the risks involved in the foregoing items and all other factors set forth in the Company's public reports, including its Annual Report on Form 10-K for the year ended December 31, 2016, and particularly the discussion of risk factors within that document. The Company does not undertake, and specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences or unanticipated events or circumstances after the date of such statements except as required by law. Any statements about future operating results, such as those concerning accretion and dilution to our earnings or shareholders, are for illustrative purposes only, are not forecasts, and actual results may differ. The terms the "Company," "we," "us," or "our" refer to CVB Financial Corp. on a consolidated basis.

Additional Information

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Combination of Historic Community Banks

- Two organizations that have stood the test of time
- Similar Cultures – Competitors become partners
- All-Star Team of Employees – Deeper Bench
- Expanded Product Offering
- Enhanced Asset Mix
- Enhanced Funding Mix
- Geographic Overlap – Anticipated Cost Synergies

Transaction Rationale

- Complementary business banking models with similar core values and corporate cultures
- Long history for each institution through multiple economic cycles
- Combined company of approximately $12 billion in total assets pro forma
- Efficiency and scale is expected to result in better operating leverage and offset the cost of crossing over the $10 billion threshold
- Increase deposit market share and geographic reach in key operating markets
- Leverage excess capital while maintaining strong regulatory capital ratios
- Enhance CVBF's long-term shareholder value

CVB Financial Corp. Overview

Company Overview

- Founded in 1974
- 163 consecutive quarters of profitability
- Headquartered in Ontario, CA
- 51 office locations throughout California (Central Valley to San Diego)
- Focused on small and medium sized businesses and their owners

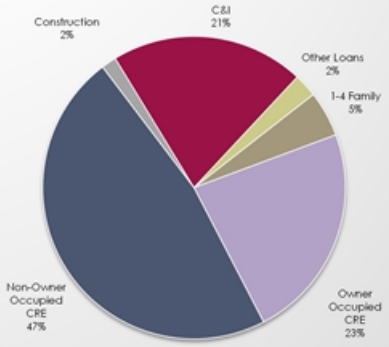
Financial Highlights[1]

Total Assets	$8.3 billion
Gross Loans	$4.8 billion
Total Deposits	$6.5 billion
Loan / Deposit Ratio	73.8%
Tang. Common Equity / Tang. Assets	11.6%
Core Return on Average Assets[2]	1.42%
Efficiency Ratio	43.8%
Net Interest Margin (TE)	3.63%
Nonperforming Assets / Total Assets	0.18%
Non-Owner Occupied CRE / TRBC Ratio[3]	228%

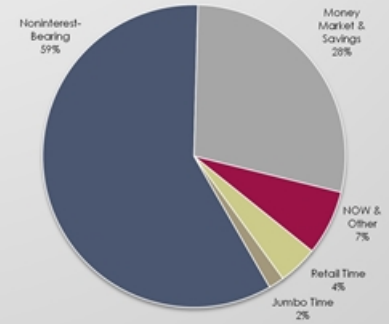
(1) Financial data as of or for the twelve months ended December 31, 2017.
(2) Excludes $13.2 million expense related to the revaluation of the deferred tax asset.
(3) Excludes unused loan commitments.

Loan and Deposit Composition[1]

Loan Composition



Deposit Composition



Community Bank Overview

Company Overview

- Founded in 1945
- Headquartered in Pasadena, CA
- 16 office locations throughout the greater Los Angeles and Orange County areas
- Focused on small and medium sized businesses

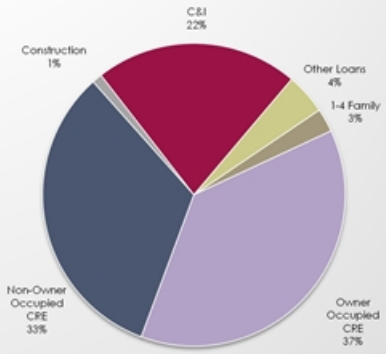
Financial Highlights[1]

Total Assets	$3.7 billion
Gross Loans	$2.7 billion
Total Deposits	$2.9 billion
Loan / Deposit Ratio	**95.8%**
Tang. Common Equity / Tang. Assets	9.4%
Core Return on Average Assets[2]	0.91%
Efficiency Ratio	**61.4%**
Net Interest Margin	3.35%
Nonperforming Assets / Total Assets	0.21%
Non-Owner Occupied CRE / TRBC Ratio[3]	**237%**

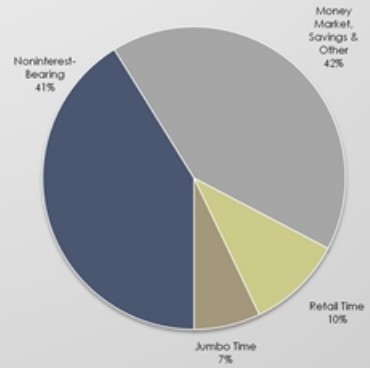
(1) Financial data as of or for the twelve months ended December 31, 2017.
(2) Excludes $6.8 million expense related to the revaluation of the deferred tax asset.
(3) Excludes unused loan commitments.

Loan and Deposit Composition[1]

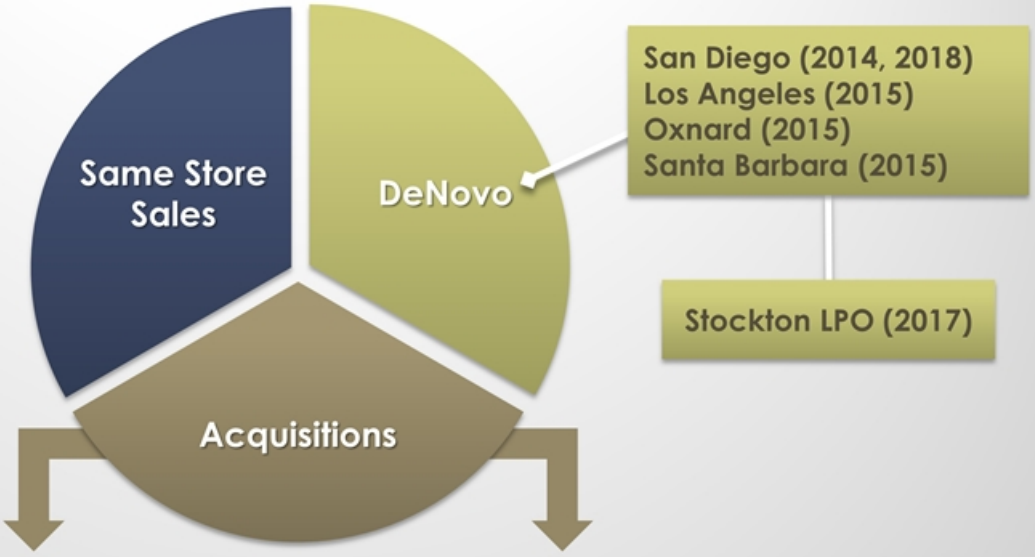
Loan Composition



Deposit Composition



Our Growth Strategy



Acquisition Strategy:	American Security Bank	County Commerce Bank	Valley Business Bank	Community Bank
Announcement Date	February 2014	October 2015	September 2016	February 2018
Target Asset Size – $200 million to $4 billion	✓	✓	✓	✓
Financial and Strategic	✓	✓	✓	✓
In-Market and/or Adjacent Geographic Markets in California	✓	✓	✓	✓

Largest Bank Holding Companies in CA

Rank	Institution	Total Assets (MRQ)
1	Wells Fargo & Company	$1,951,757
2	First Republic Bank[1]	$87,781
3	SVB Financial Group	$51,214
4	East West Bancorp	$37,150
5	PacWest Bancorp	$24,995
6	Cathay General Bancorp	$15,639
7	Hope Bancorp, Inc.	$14,207
	Pro Forma CVBF[2]	**$12,018**
8	Pacific Premier Bancorp, Inc.[2][3]	$11,218
9	Banc of California, Inc.	$10,328
10	**CVB Financial Corp.**	**$8,271**

Source: SNL Financial.
(1) Bank only, no holding company.
(2) Excludes purchase accounting and other merger-related adjustments.
(3) Estimated pro forma for the pending acquisition of Grandpoint Capital, Inc. (announced on 2/12/2018).

In millions

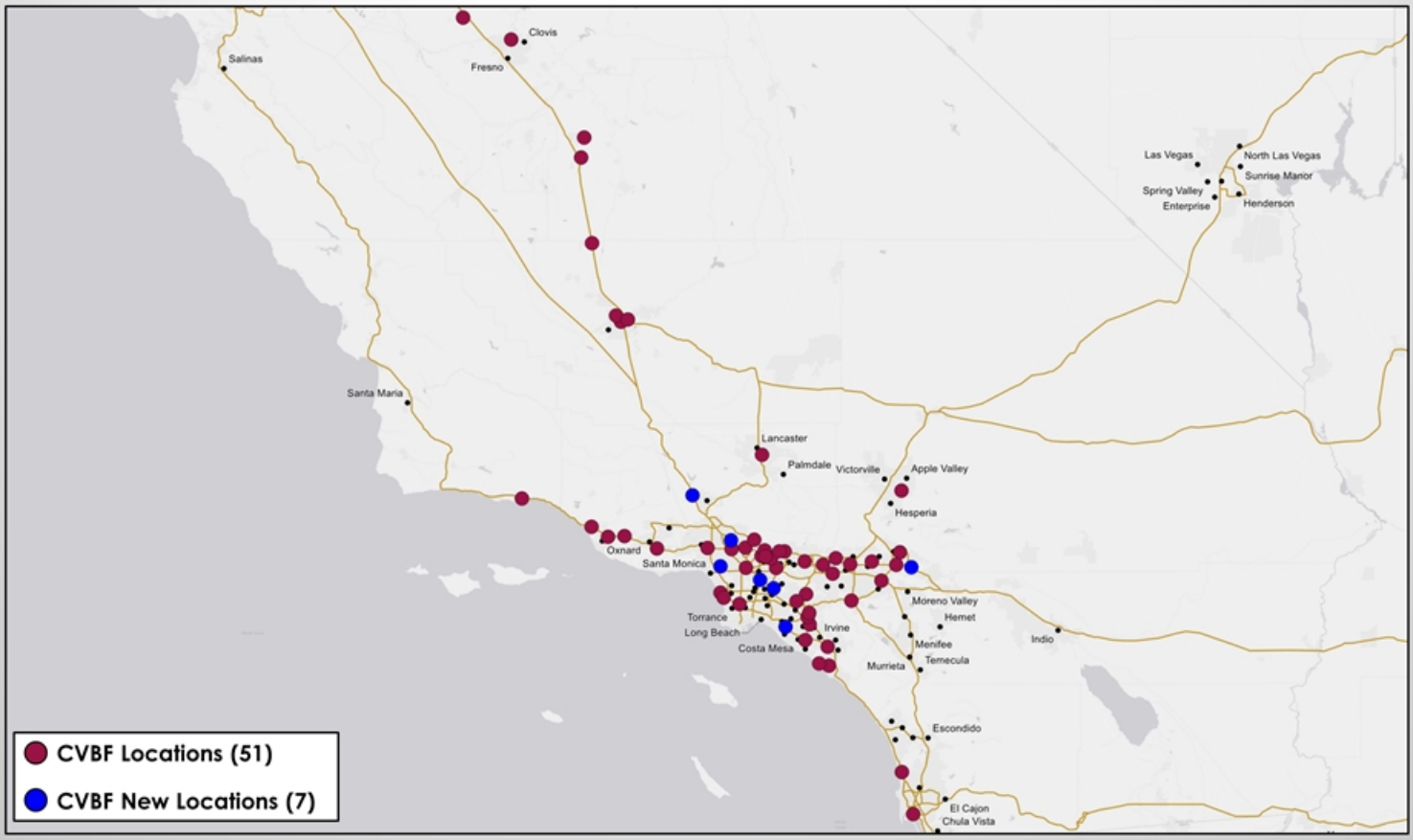
New Locations

New Locations (CYHT to CVBF)	
Santa Clarita	28470 Ave. Stanford #110 Santa Clarita, CA 91355
Commerce	4900 S. Eastern Ave. # 200 Commerce, CA 90040
Santa Fe Springs	12215 Telegraph Rd. #107 Santa Fe Springs, CA 90670
Huntington Beach	7755 Center Ave. #1250 Huntington Beach, CA 92647
Century City	1900 Avenue of the Stars #2440 Los Angeles, CA 90067
Burbank	2800 N. Hollywood Way Burbank, CA 91505
Redlands	200 E. Citrus Ave. Redlands, CA 92373

Branch Overlap

Community Bank Location		Closest CBB Location		Miles
Anaheim	2300 East Katella Ave., #125 Anaheim, CA 92806	**Katella**	1201 E. Katella Ave. Orange, CA 92867	2.5
Glendale	500 N. Brand Blvd. #100 Glendale, CA 91203	**Glendale**	1000 N. Brand Blvd. Glendale, CA 91202	0.5
Pasadena Main	505 E. Colorado Blvd. Pasadena, CA 91101	**Pasadena**	1010 E. Colorado Blvd. Pasadena, CA 91106	0.6
South Bay	879 W. 190th St. #350 Gardena, CA 90248	**South Bay**	970 W. 190th Street #120 Torrance, CA 90502	0.3
Corona	255 E. Rincon St. #312 Corona, CA 92879	**Corona**	225 W. Sixth Street Corona, CA 92882	1.0
Ontario	3110 East Guasti Rd #500 Ontario, CA 91761	**Airport**	701 N. Haven Ave. Ontario, CA 91764	1.0
Warner Center	5550 Topanga Canyon Blvd. #100 Woodland Hills, CA 91367	**San Fernando**	16830 Ventura Blvd. #310 Encino, CA 91436	7.2
Irvine	2100 Main St. #103 Irvine, CA 92614	**Newport Beach**	1401 Dove Street #100 Newport Beach, CA 92660	2.0
Laguna Niguel	31341 Niguel Road #A Laguna Niguel, CA 92677	**Laguna Niguel**	30100 Town Center Drive #Q Laguna Niguel, CA 92677	2.3

Pro Forma CVBF Franchise



Transaction Summary

Consideration	➢ 9.4595 fixed exchange ratio and $56.00 per share in cash ➢ Approximately 30.0 million CVBF shares issued to CYHT and $177.5 million in cash ➢ Approximately 80% stock and 20% cash ➢ $878.3 million aggregate transaction value(1)
Pro Forma Ownership	➢ 78.6% CVBF ➢ 21.4% CYHT
Board of Directors	➢ One CYHT director will be appointed to CVBF's Board of Directors ➢ Pro forma CVBF Board of Directors will consist of 9 directors
Required Approvals	➢ Customary regulatory approvals ➢ CVBF and CYHT shareholder approvals
Anticipated Timing	➢ 3rd quarter of 2018

(1) Based on the fixed exchange ratio, fixed cash amount and CVBF's closing stock price of $23.37 on 2/23/2018.

Key Transaction Terms & Assumptions[1]

Cost Savings	➢ Approximately $39.8 million ➢ Approximately 50% of CYHT's noninterest expense with a 30% 2018 phase-in and 100% in 2019
Revenue Adjustments	➢ Revenue enhancements identified but not included
Loan Marks	➢ 1.40% ($39.6 million) loan credit mark ➢ 0.60% ($17.0 million) loan interest rate mark
Core Deposit Intangible	➢ 1.50% ($37.3 million) of CYHT's non-time deposits
Transaction Expenses	➢ Approximately $44 million (pre-tax)

(1) Estimated financial impact is presented solely for illustrative purposes based on consensus analyst estimates for CVBF and preliminary estimates for CYHT. Includes estimated purchase accounting and other merger-related adjustments.

Multiples and Financial Impact[1]

	Transaction Valuation[2][3]	Current CVBF Valuation[3]
Price / Tangible Book Value	2.47x	2.72x
Price / LTM EPS[4]	26.1x	22.0x
Price / 2018 EPS[4]	--	18.6x
Core Deposit Premium[5]	21.0%	--
	80% Stock / 20% Cash	**100% Stock Equivalent[6]**
2019e EPS Accretion	~ 12%	~ 7%
Internal Rate of Return	> 15%	> 15%
TBVPS Dilution	~ 11%	~ 2%
TBV Earnback Period	~ 4.9 years	~ 1.6 years

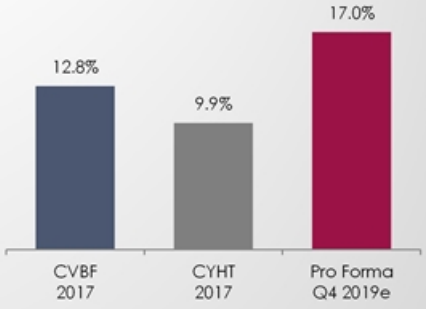
(1) Estimated financial impact is presented solely for illustrative purposes based on consensus analyst estimates for CVBF and preliminary estimates for CYHT. Includes estimated purchase accounting and other merger-related adjustments.
(2) Utilizing the fixed exchange ratio and fixed cash amount.
(3) Based on CVBF's closing stock price of $23.37 on 2/23/2018.
(4) LTM EPS excludes expenses related to the revaluation of the deferred tax asset. CVBF 2018e EPS per consensus analyst estimates.
(5) Core deposits are defined as total deposits less time deposits with balances above $100,000.
(6) For illustrative purposes only.

Pro Forma Profitability and Capital[1]

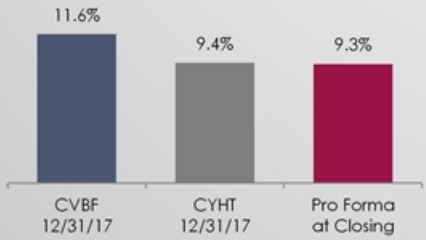
Total Assets

Core ROAA[2]

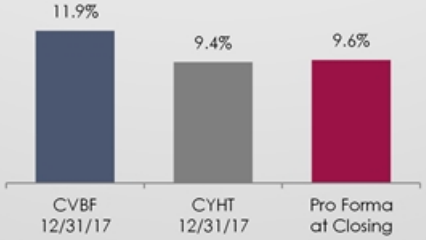
Core ROATCE[2]



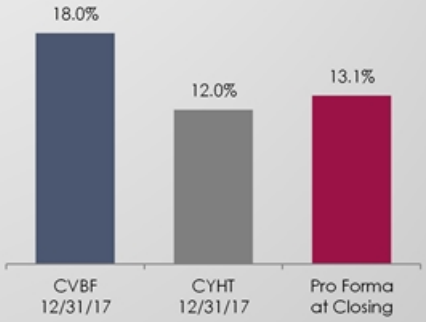
TCE / TA



Leverage Ratio



Total Risk-Based Capital Ratio



(1) Estimated financial impact is presented solely for illustrative purposes based on consensus analyst estimates for CVBF and preliminary estimates for CYHT. Includes estimated purchase accounting and other merger-related adjustments.

(2) Excludes one-time expenses ($13.2 million for CVBF and $6.8 million for CYHT) related to the revaluation of the deferred tax assets.

Business Integration Opportunity

Although no revenue enhancements have been assumed in the pro forma financial impact, we believe there are several opportunities to combine the strengths of both institutions

Corporate Culture	➢ Track record of organic growth ➢ Long-term customer loyalty ➢ Strong C&I lending cultures ➢ Long history of servicing our communities
Balance Sheet & Capital	➢ Anticipated Synergies – combining CYHT's loan strengths with CVBF's deposit strengths ➢ Enhanced efforts to grow relationship-based lending and low cost core deposits for the combined company ➢ Pro forma earnings are expected to significantly enhance the internal capital generation rate
Operations & Personnel	➢ Create an "all-star" team of CVBF and CYHT associates ➢ Systems integration – same core processor for both banks
Benefits of Scale	➢ Expanded product and service capabilities ➢ Opportunity to optimize the balance sheet

Crossing $10 Billion Threshold

- **One-time costs are expected to be ~ $2 – $3 million**
- **Recurring expenses are expected to be ~ $3 – $4 million per year**
- **Lost revenue related to the Durbin Amendment is expected to be ~ $1 – $1.5 million per year**

Regulatory Requirements	Supervision
Durbin Amendment – Interchange fees	Enhanced Supervisory Standards – ERM
SWAPS – Central Swap Clearing	Model risk management
Consumer Financial Protection Bureau	Guidance on Internal Audit
Stress Testing (DFAST)	3rd Party Risk Management
	AML/BSA
	Cybersecurity

Loans by Geography

	Citizens	Community	Pro Forma[1]	% of Total
Los Angeles County	$1,650,273	$1,732,103	$3,382,376	44.8%
Central Valley	$1,054,106	$23,759	$1,077,865	14.3%
Inland Empire	$745,323	$383,973	$1,129,296	15.0%
Orange County	$593,080	$350,588	$943,668	12.5%
Central Coast	$350,694	$17,699	$368,393	4.9%
San Diego	$111,927	$76,800	$188,727	2.4%
Other (California)	$110,407	$90,040	$200,447	2.6%
Other (Out of State)	$223,136	$38,802	$261,938	3.5%
Total	**$4,838,946**	**$2,713,763**	**$7,552,709**	

(1) Excludes purchase accounting and other merger-related adjustments.

In thousands

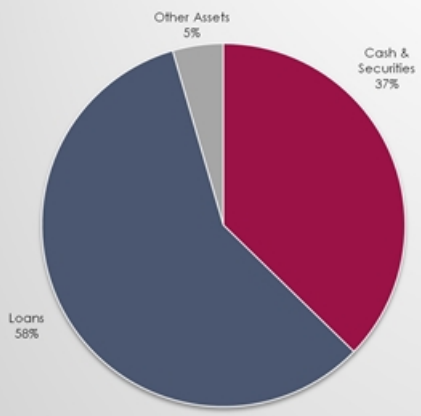
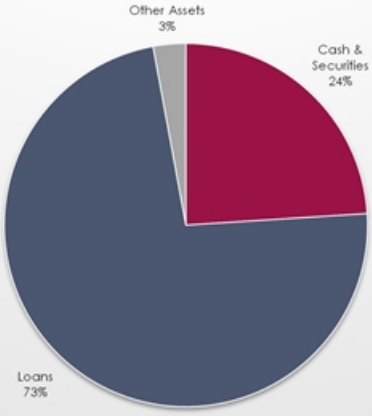
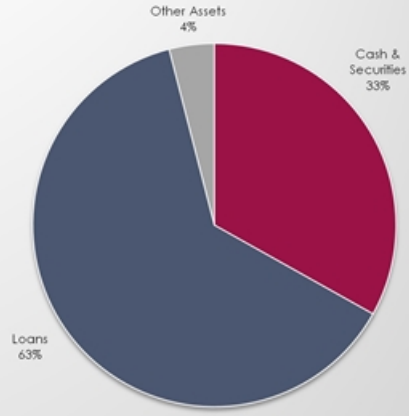
Deposits & Repos by Geography

	Citizens	Community	Pro Forma[1]	% of Total
Los Angeles County	$2,330,557	$1,236,681	$3,567,238	35.8%
Inland Empire	$2,161,908	$403,813	$2,565,721	25.8%
Orange County	$1,143,841	$316,967	$1,460,808	14.7%
Central Valley	$1,112,886	$138,155	$1,251,041	12.5%
Central Coast	$303,026	$5,596	$308,622	3.1%
San Diego	$43,058	$28,748	$71,806	0.7%
Other (California)	$5,350	$373,000	$378,350	3.8%
Other (Out of State)	--	$357,253	$357,253	3.6%
Total	**$7,100,626[2]**	**$2,860,214**	**$9,960,840**	

(1) Excludes purchase accounting and other merger-related adjustments.
(2) Includes approximately $600 million of customer repurchase agreements.

In thousands

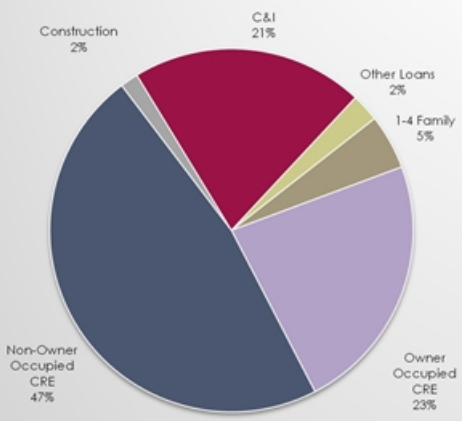
Asset Composition (12/31/2017)

CVB Financial Corp.	Community Bank	Pro Forma(1)
		
Total Assets: $8.3 billion	**Total Assets: $3.7 billion**	**Total Assets: $12.0 billion**

Note: Financial data as of or for the three months ended December 31, 2017.
(1) Excludes purchase accounting and other merger-related adjustments.

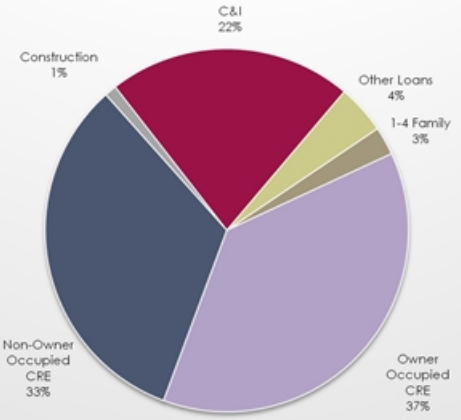
Loan Composition (12/31/2017)

CVB Financial Corp.



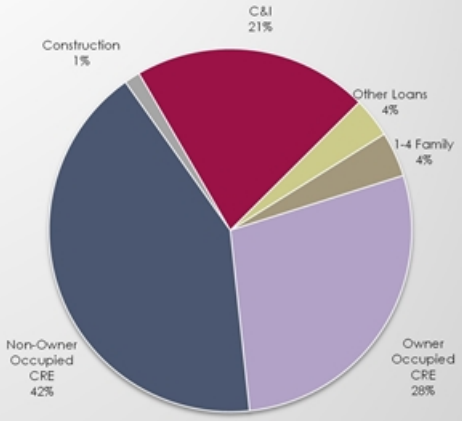
Gross Loans: $4.8 billion
Yield on Loans: 4.66%

Community Bank



Gross Loans: $2.7 billion
Yield on Loans: 4.41%

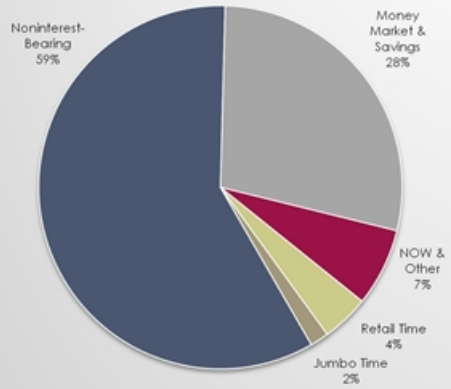
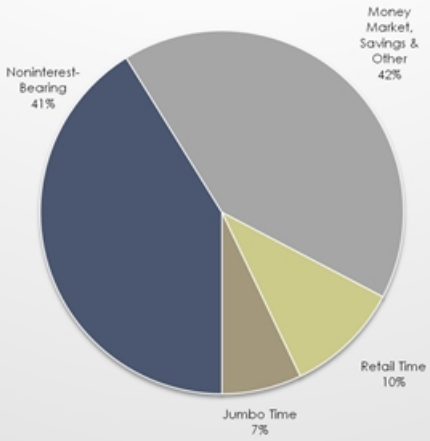
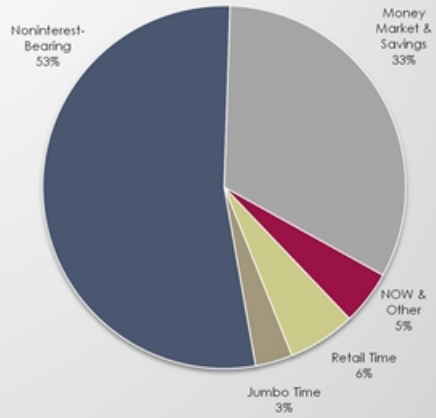
Pro Forma(1)



Gross Loans: $7.6 billion

Note: Financial data as of or for the three months ended December 31, 2017.
(1) Excludes purchase accounting and other merger-related adjustments.

Deposit Composition (12/31/2017)

CVB Financial Corp.	Community Bank	Pro Forma[1]
		
Total Deposits: $6.5 billion **Cost of Deposits: 0.09%**	**Total Deposits: $2.9 billion** **Cost of Deposits: 0.39%**	**Total Deposits: $9.4 billion**

Note: Financial data as of or for the three months ended December 31, 2017.
(1) Excludes purchase accounting and other merger-related adjustments.

2018 'Critical Few'

- Grow loans through Relationship Banking Strategy
- Grow core deposits
- Execute on Community Bank integration
- Prepare for $10 billion and beyond
- Fraud prevention

CVB Financial Corp.

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