UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(MARK ONE)

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2000

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

FOR THE TRANSITION PERIOD FROM N/A TO N/A .

COMMISSION FILE NUMBER 1-10394

CVB FINANCIAL CORP.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

CALIFORNIA (STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	95-3629339 (I.R.S. EMPLOYER IDENTIFICATION NO.)
701 N. HAVEN AVENUE, SUITE 350 ONTARIO, CALIFORNIA (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)	91764 (ZIP CODE)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE (909) 980-4030

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
COMMON STOCK	AMERICAN STOCK EXCHANGE

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

As of March 21, 2001, the aggregate market value of the common stock held by non-affiliates of the registrant was approximately $420,446,300.

Number of shares of common stock of the registrant outstanding as of March 21, 2001: 27,752,231.

The following documents are incorporated by reference herein:

Definitive Proxy Statement for the Annual Meeting of Stockholders which will be filed within 120 days of the fiscal year ended December 31, 2000.....Part III of Form 10-K

INTRODUCTION

Certain matters discussed in this Annual Report may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "1933 Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and as such may involve risks and uncertainties. These forward-looking statements relate to, among other things, expectations of the business environment in which CVB Financial Corp. and its subsidiaries operate, projections of future performance, perceived opportunities in the market and statements regarding the entities mission and vision. CVB Financial Corp. and its subsidiaries' actual results, performance, or achievements may differ significantly from the results, performance, or achievements expressed or implied in such forward-looking statements. For discussion of the factors that might cause such differences, see "Item 1. Business -- Risk Factors that May Affect Future Results."

AVAILABLE INFORMATION

Reports filed with the Securities and Exchange Commission (the "Commission") including proxy statements and other information can be inspected and copied at the public reference facilities of the Commission at Room 1024, 450 Fifth Street, N.W., Washington D.C., 20549; 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511; and 7 World Trade Center, Suite 1300, New York, New York, 10048. Copies of such materials can be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington D.C. 20549, at prescribed rates. The Commission maintains a Web Site that contains reports, proxy and information statements and other information. The address of the site is http://www.sec.gov. In addition, reports can be inspected at the office of the American Stock Exchange, 86 Trinity Place, New York, New York, 10006.

PART I

ITEM 1. BUSINESS

CVB FINANCIAL CORP.

CVB Financial Corp. (referred to herein on an unconsolidated basis as "CVB" and on a consolidated basis as the "Company") is a bank holding company incorporated in California on April 27, 1981 and registered under the Bank Holding Company Act of 1956, as amended (the "Bank Holding Company Act"). The Company commenced business on December 30, 1981 when, pursuant to a reorganization, it acquired all of the voting stock of Chino Valley Bank. On March 29, 1996, Chino Valley Bank changed its name to Citizens Business Bank (the "Bank"). The Bank is the Company's principal asset. The Company has two other operating subsidiaries, Community Trust Deed Services ("Community") and CVB Ventures, Inc. ("Ventures").

CVB's principal business is to serve as a holding company for the Bank, Community, Ventures, and for other banking or banking related subsidiaries which the Company may establish or acquire. The Company has not engaged in any other activities to date. As a legal entity separate and distinct from its subsidiaries, CVB's principal source of funds is, and will continue to be, dividends paid by and other funds advanced from primarily the Bank. Legal limitations are imposed on the amount of dividends that may be paid and loans that may be made by the Bank to CVB. See "Item 1. Business -- Supervision and Regulation -- Dividends and Other Transfers of Funds." At December 31, 2000, the Company had $2.3 billion in total consolidated assets, $1.03 billion in consolidated net loans and $1.6 billion in total consolidated deposits.

The principal executive offices of CVB and the Bank are located at 701 North Haven Avenue, Suite 350, Ontario, California.

CITIZENS BUSINESS BANK

The Bank was incorporated under the laws of the State of California on December 26, 1973, was licensed by the California Department of Financial Institutions and commenced operations as a California state chartered bank on August 9, 1974. The Bank's deposit accounts are insured under the Federal Deposit Insurance Act up to applicable limits. The Bank is not a member of the Federal Reserve System. At December 31, 2000, the Bank had $2.3 billion in assets, $1.03 billion in net loans and $1.6 billion in deposits.

The Bank currently has 30 banking offices located in San Bernardino County, Riverside County, Orange County and the Eastern portion of Los Angeles County in Southern California. Of the 30 offices, the Bank opened nine as de novo branches and acquired the other twenty-one in acquisition transactions. Since the beginning of 1995, the Bank has added twelve offices, one in 1995, four in 1996, and seven in 1999.

Through its network of banking offices, the Bank emphasizes personalized service combined with offering a full range of banking and trust services to businesses, professionals and individuals located in the service areas of its offices. Although the Bank focuses the marketing of its services to small-and medium-sized businesses, a full range of retail banking services are made available to the local consumer market.

The Bank offers a wide range of deposit instruments. These include checking, savings, money market and time certificates of deposit for both business and personal accounts. The Bank also serves as a federal tax depository for its business customers.

The Bank also provides a full complement of lending products, including commercial, agribusiness, installment and real estate loans. Commercial products include lines of credit and other working capital financing, accounts receivable lending and letters of credit. Financing products for individuals include automobile financing, lines of credit and home improvement and home equity lines of credit. Real estate loans include mortgage and construction loans.

The Bank also offers a wide range of specialized services designed for the needs of its commercial accounts. These services include cash management systems for monitoring cash flow, a credit card program for merchants, courier pick-up and delivery, payroll services, electronic funds transfers by way of domestic and international wires and automated clearinghouse, and on-line account access. The Bank also makes available investment products to customers, including mutual funds, a full array of fixed income vehicles and a program to diversify its customers' funds in federally insured time certificates of deposit of other institutions.

The Bank also offers a wide range of financial services and trust services through its Asset Management Department. These services include trust services, corporate trustee services, mutual funds, annuities, 401K plans and individual investment accounts.

COMMUNITY TRUST DEED SERVICES

The Company owns 100% of the voting stock of Community, which has one office. Community's services, which are provided to the Bank and non-affiliated persons, include preparing and filing notices of default, reconveyances and related documents and acting as a trustee under deeds of trust. At present, the assets, revenues and earnings of Community are not material in amount when compared to the Bank.

CVB VENTURES, INC.

The Company owns 100% of the voting stock of Ventures, which has one office. Ventures charges fees and collects commissions for acting as an intermediary for emerging growth companies in obtaining capital, loans, leases and other financing vehicles. At present, the assets, revenues, and earnings of Ventures are not material in amount when compared to the Bank.

EMPLOYEES

At December 31, 2000, the Company employed 555 persons 340 on a full-time and 215 on a part-time basis. The Company believes that its employee relations are satisfactory.

COMPETITION

The banking and financial services industry in California generally, and in the Bank's market areas specifically, is highly competitive. The increasingly competitive environment is a result primarily of changes in regulation, changes in technology and product delivery systems, and the accelerating pace of consolidation among financial services providers. The Bank competes for loans, deposits, and customers with other commercial banks, savings and loan associations, securities and brokerage companies, mortgage companies, insurance companies, finance companies, money market funds, credit unions, and other nonbank financial service providers. Many of these competitors are much larger in total assets and capitalization, have greater access to capital markets and offer a broader range of financial services than the Bank. In addition, recent federal legislation may have the effect of further increasing the pace of consolidation within the financial services industry. See "Item 1. Business -- Supervision and Regulation -- Financial Services Modernization Legislation."

In order to compete with the other financial services providers, the Bank principally relies upon local promotional activities, personal relationships established by officers, directors, and employees with its customers, and specialized services tailored to meet needs of the communities served. In those instances where the Bank is unable to accommodate a customer's needs, the Bank may arrange for those services to be provided by its correspondents. The Bank has 30 offices located in the following counties: San Bernardino, Riverside, Orange, and Los Angeles.

ECONOMIC CONDITIONS, GOVERNMENT POLICIES, LEGISLATION, AND REGULATION

The Bank's profitability, like most financial institutions, is impacted by interest rate differentials. In general, the difference between the interest rates paid by the Bank on interest-bearing liabilities, such as deposits and other borrowings, and the interest rates received by the Bank on its interest-earning assets, such as loans extended to its clients and securities held in its investment portfolio, comprise the major portion of the Company's earnings. These rates are highly sensitive to many factors that are beyond the control of the Company and the Bank, such as inflation, recession and unemployment, and the impact which future changes in domestic and foreign economic conditions might have on the Company and the Bank cannot be predicted.

The business of the Company and the Bank is also influenced by the monetary and fiscal policies of the federal government and the policies of regulatory agencies, particularly the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"). The Federal Reserve Board implements national monetary policies (with objectives such as curbing inflation and combating recession) through its open-market operations in U.S. Government securities by adjusting the required level of reserves for depository institutions subject to its reserve requirements, and by varying the target federal funds and discount rates applicable to borrowings by depository institutions. The actions of the Federal Reserve Board in these areas influence the growth of bank loans, investments, and deposits and also affect interest rates earned on interest-earning assets and paid on interest-bearing liabilities. The nature and impact on the Company and the Bank of any future changes in monetary and fiscal policies cannot be predicted.

From time to time, legislative acts, as well as regulations, are enacted which have the effect of increasing the cost of doing business, limiting or expanding permissible activities, or affecting the competitive balance between banks and other financial services providers. Proposals to change the laws and regulations governing the operations and taxation of banks, bank holding companies, and other financial institutions and financial services providers are frequently made in the U.S. Congress, in the state legislatures, and before various regulatory agencies. See "Item 1. Business -- Supervision and Regulation."

SUPERVISION AND REGULATION

General

Bank holding companies and banks are extensively regulated under both federal and state law. This regulation is intended primarily for the protection of depositors and the deposit insurance fund and not for the benefit of shareholders of the Company. Set forth below is a summary description of the material laws and regulations which relate to the operations of the Company and the Bank. The description is qualified in its entirety by reference to the applicable laws and regulations.

The Company

The Company, as a registered bank holding company, is subject to regulation under the Bank Holding Company Act of 1956, as amended (the "BHCA"). The Company is required to file with the Federal Reserve Board quarterly, and annual reports and such additional information as the Federal Reserve Board may require pursuant to the Bank Holding Company Act. The Federal Reserve Board may conduct examinations of the Company and its subsidiaries.

The Federal Reserve Board may require that the Company terminate an activity or terminate control of or liquidate or divest certain subsidiaries or affiliates when the Federal Reserve Board believes the activity or the control of the subsidiary or affiliate constitutes a significant risk to the financial safety, soundness or stability of any of its banking subsidiaries. The Federal Reserve Board also has the authority to regulate provisions of certain bank holding company debt, including authority to impose interest ceilings and reserve requirements on such debt. Under certain circumstances, the Company must file written notice and obtain approval from the Federal Reserve Board prior to purchasing or redeeming its equity securities.

Further, the Company is required by the Federal Reserve Board to maintain certain levels of capital. See "-- Capital Standards."

The Company is required to obtain the prior approval of the Federal Reserve Board for the acquisition of more than 5% of the outstanding shares of any class of voting securities or substantially all of the assets of any bank or bank holding company. Prior approval of the Federal Reserve Board is also required for the merger or consolidation of the Company and another bank holding company.

The Company is prohibited by the Bank Holding Company Act, except in certain statutorily prescribed instances, from acquiring direct or indirect ownership or control of more than 5% of the outstanding voting shares of any company that is not a bank or bank holding company and from engaging directly or indirectly in activities other than those of banking, managing or controlling banks, or furnishing services to its subsidiaries. However, the Company, subject to the prior approval of the Federal Reserve Board, may engage in any, or acquire shares of companies engaged in, activities that are deemed by the Federal Reserve Board to be so closely related to banking or managing or controlling banks as to be a proper incident thereto.

Under Federal Reserve Board regulations, a bank holding company is required to serve as a source of financial and managerial strength to its subsidiary banks and may not conduct its operations in an unsafe or unsound manner. In addition, it is the Federal Reserve Board's policy that in serving as a source of strength to its subsidiary banks, a bank holding company should stand ready to use available resources to provide adequate capital funds to its subsidiary banks during periods of financial stress or adversity and should maintain the financial flexibility and capital-raising capacity to obtain additional resources for assisting its subsidiary banks. A bank holding company's failure to meet its obligations to serve as a source of strength to its subsidiary banks will generally be considered by the Federal Reserve Board to be an unsafe and unsound banking practice or a violation of the Federal Reserve Board's regulations or both.

The Company is also a bank holding company within the meaning of Section 3700 of the California Financial Code. As such, the Company and its subsidiaries are subject to examination by, and may be required to file reports with, the California Department of Financial Institutions.

The Company's securities are registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As such, the Company is subject to the information, proxy solicitation, insider trading, and other requirements and restrictions of the Exchange Act.

The Bank

The Bank, as a California chartered bank, is subject to primary supervision, periodic examination, and regulation by the California Commissioner of Financial Institutions ("Commissioner") and the Federal

Deposit Insurance Corporation ("FDIC"). To a lesser extent, the Bank is also subject to certain regulations promulgated by the Federal Reserve Board. If, as a result of an examination of the Bank, the FDIC should determine that the financial condition, capital resources, asset quality, earnings prospects, management, liquidity, or other aspects of the Bank's operations are unsatisfactory or that the Bank or its management is violating or has violated any law or regulation, various remedies are available to the FDIC. Such remedies include the power to enjoin "unsafe or unsound" practices, to require affirmative action to correct any conditions resulting from any violation or practice, to issue an administrative order that can be judicially enforced, to direct an increase in capital, to restrict the growth of the Bank, to assess civil monetary penalties, to remove officers and directors, and ultimately to terminate the Bank's deposit insurance, which for a California chartered bank would result in a revocation of the Bank's charter. The Commissioner has many of the same remedial powers.

Various requirements and restrictions under the laws of the State of California and the United States affect the operations of the Bank. State and federal statutes and regulations relate to many aspects of the Bank's operations, including reserves against deposits, ownership of deposit accounts, interest rates payable on deposits, loans, investments, mergers and acquisitions, borrowings, dividends, locations of branch offices, and capital requirements. Further, the Bank is required to maintain certain levels of capital. See "-- Capital Standards."

Various requirements and restrictions under the laws of the United States and the State of California affect the operations of the Bank. Federal and California statutes and regulations relate to many aspects of the Bank's operations, including reserves against deposits, ownership of deposit accounts, interest rates payable on deposits, loans, investments, mergers and acquisitions, borrowings, dividends, locations of branch offices, capital requirements and disclosure obligations to depositors and borrowers.

Financial Services Modernization Legislation

General. On November 12, 1999, President Clinton signed into law the Gramm-Leach-Bliley Act of 1999 (the "Financial Services Modernization Act"). The Financial Services Modernization Act repeals the two affiliation provisions of the Glass-Steagall Act: Section 20, which restricted the affiliation of Federal Reserve Member Banks with firms "engaged principally" in specified securities activities; and Section 32, which restricts officer, director, or employee interlocks between a member bank and any company or person "primarily engaged" in specified securities activities. In addition, the Financial Services Modernization Act also contains provisions that expressly preempt any state law restricting the establishment of financial affiliations, primarily related to insurance. The general effect of the law is to establish a comprehensive framework to permit affiliations among commercial banks, insurance companies, securities firms, and other financial service providers by revising and expanding the BHCA framework to permit a holding company system to engage in a full range of financial activities through a new entity known as a Financial Holding Company.

The law also:

- Broadens the activities that may be conducted by national banks, banking subsidiaries of bank holding companies, and their financial subsidiaries;

- Provides an enhanced framework for protecting the privacy of consumer information;

- Adopts a number of provisions related to the capitalization, membership, corporate governance, and other measures designed to modernize the Federal Home Loan Bank system;

- Modifies the laws governing the implementation of the Community Reinvestment Act; and

- Addresses a variety of other legal and regulatory issues affecting both day-to-day operations and long-term activities of financial institutions.

The Company and the Bank do not believe that the Financial Services Modernization Act will have a material adverse effect on our operations in the near-term. However, to the extent that it permits banks, securities firms, and insurance companies to affiliate, the financial services industry may experience further consolidation. The Financial Services Modernization Act is intended to grant to community banks certain powers as a matter of right that larger institutions have accumulated on an ad hoc basis. Nevertheless, this act may have the result of increasing the amount of competition that the Company and the Bank face from larger institutions and other types of companies offering financial products, many of which may have substantially more financial resources than the Company and the Bank.

Financial Holding Companies. Bank holding companies that elect to become a financial holding company may affiliate with securities firms and insurance companies and engage in other activities that are financial in nature or are incidental or complementary to activities that are financial in nature. "Financial in nature" activities include:

- securities underwriting,

- dealing and market making,

- sponsoring mutual funds and investment companies,

- insurance underwriting and agency,

- merchant banking, and

- activities that the Federal Reserve Board, in consultation with the Secretary of the Treasury, determines from time to time to be so closely related to banking or managing or controlling banks as to be a proper incident thereto.

A bank holding company must meet three requirements before becoming a financial holding company:

- all of the bank holding company's depository institution subsidiaries must be well capitalized, well managed, and, except in limited circumstances, in compliance with the Community Reinvestment Act; and

- the Bank holding company must file with the Federal Reserve a declaration of its election to become a financial holding company, including a certification that its depository institution subsidiaries meet the prior two criteria.

Failure to comply with the financial holding company requirements could lead to divestiture of subsidiary banks or require all activities of such company to conform to those permissible for a bank holding company. No Federal Reserve Board approval is required for a financial holding company to acquire a company (other than a bank holding company, bank or savings association) engaged in activities that are financial in nature or incidental to activities that are financial in nature, as determined by the Federal Reserve Board.

A bank holding company that is not also a financial holding company can only engage in banking and such other activities determined by the Federal Reserve Board to be so closely related to banking or managing or controlling banks as to be a proper incident thereto.

In December 2000, the Federal Reserve Board approved an interim rule defining the three categories of activities financial in nature or incidental to a financial activity:

- lending, exchanging, transferring, investing for others, or safeguarding financial assets other than money or securities;

- providing any devise or other instrumentality for transferring money or other financial assets; or

- arranging, effecting or facilitating financial transactions for the account of third parties.

The interim rule also establishes a mechanism through which financial holding companies or other interested parties may request that the Federal Reserve Board find that a particular activity falls within one of these three categories. For example, the Federal Reserve Board has recently issued a proposed rule that would grant financial holding companies the right to act as real estate brokers and managers.

The Company is not currently a Financial Holding Company. Management of the Company has not determined at this time whether it will seek an election to become a Financial Holding Company.

Merchant Banking Restrictions. In March 2000, the Federal Reserve Board and the Treasury adopted a final rule governing merchant banking or venture capital investments made by financial holding companies. Generally, the interim rule:

- defines the types of venture ownership interests that may be acquired;

- limits control of assets to a portfolio company (a company engaged in activities not permissible under the Bank Holding Company Act);

- requires the financial holding company to conduct activities unless it controls a securities affiliate or an issuance affiliate with a registered investment advisor;

- prohibits the financial holding company from routinely managing or operating the portfolio company unless intervention is necessary to address a material risk to the value or operation of the portfolio company;

- established a 10-year holding period before divestiture, except that an investment in or held through a private equity fund may be held for the duration of the fund;

- applies an aggregate limit on the carrying value of all merchant banking investments without prior Federal Reserve Board approval to the lesser of (i) 30 percent of Tier 1 capital or $6 billion or (ii) the lesser of 20 percent of Tier 1 capital or $4 billion excluding interests in private equity funds;

- requires prior approval to exceed the 10-year holding period limit; and

- applies cross-marketing restrictions to merchant banking investments and the financial holding company's subsidiary depository institutions.

In January 2001, the federal regulators adopted a final rule on the topic. The final rule:

- expands the definition of "securities affiliate" to include a department or division of a bank registered as a municipal securities dealer;

- clarifies the circumstances under which a financial holding company may routinely manage and operate a portfolio company, and extends the period of time that a financial holding company may routinely manage or operate a portfolio company without providing notice to the Federal Reserve Board;

- streamlines the rule's reporting and record-keeping requirements;

- removes the $6 billion cap on investments;

- broadens the definition of "private equity" funds and clarifies how the holding period and management and operations restrictions of the rule apply to such funds; and

- adopts several safe-harbors to the presumptions in the rule governing the definition of affiliate for purposes of transactions with affiliates.

The final rule includes a sunset provision to the requirement of the interim rule that requires a financial holding company to receive Federal Reserve Board approval prior to using its merchant banking authority to make investments above certain levels. The sunset is tied to final adoption of a capital rule governing merchant banking investments.

In January 2001, federal regulators proposed new capital requirements for merchant banking activities. The proposal would employ a sliding scale based on each banking organization's aggregate equity investments and Tier 1 capital. It would require them to hold 8 cents for every $1 of equity investments up to 15% of Tier 1 capital. The proposal would then require banks to hold 12 cents for every $1 of investments for the next 10%. For investments exceeding 25%, banks would have to hold 25 cents for every $1.

The proposed rule would exempt the first 15% of investments that banking companies make through small-business investment corporation subsidiaries. However, the proposed rule's sliding scale would apply for any such investments over 15%.

Until a final capital rule is adopted, the Federal Reserve Board must review the merchant banking activities of a financial holding company if: a bank holding company's merchant banking investments (i) in the aggregate exceed 30% of its Tier 1 capital, or (ii) other than investments in private equity funds in the aggregate exceed 20% of its Tier 1 capital. The rule clarifies that the review thresholds apply to the investment made by a financial holding company in a private equity fund, but do not apply to the fund itself or to investments in the fund made by unaffiliated third parties. The thresholds also do not restrict the ability of such company to make additional investments in a fiduciary capacity on behalf of its trust customers.

Expanded Bank Activities. The Financial Services Modernization Act also permits national banks to engage in expanded activities through the formation of financial subsidiaries. A national bank may have a subsidiary engaged in any activity authorized for national banks directly or any financial activity, except for insurance underwriting, insurance investments, real estate investment or development, or merchant banking, which may only be conducted through a subsidiary of a financial holding company. Financial activities include all activities permitted under new sections of the BHCA or permitted by regulation.

A national bank seeking to have a financial subsidiary, and each of its depository institution affiliates, must be "well-capitalized," "well-managed" and in compliance with the Community Reinvestment Act. The total assets of all financial subsidiaries may not exceed the lesser of 45% of a bank's total assets, or $50 billion. A national bank must exclude from its assets and equity all equity investments, including retained earnings, in a financial subsidiary. The assets of the subsidiary may not be consolidated with the national bank's assets. The national bank must also have policies and procedures to assess financial subsidiary risk and protect the national bank from such risks and potential liabilities.

The Financial Services Modernization Act also includes a new section of the Federal Deposit Insurance Act governing subsidiaries of state banks that engage in "activities as principal that would only be permissible" for a national bank to conduct in a financial subsidiary. It expressly preserves the ability of a state bank to retain all existing subsidiaries. Because, California permits commercial banks chartered by the state to engage in any activity permissible for national banks, the Bank will be permitted to form subsidiaries to engage in the activities authorized by the Financial Services Modernization Act, to the same extent as a national bank. In order to form a financial subsidiary, the Bank must be well-capitalized, and the Bank would be subject to the same capital deduction, risk management and affiliate transaction rules as applicable to national banks.

Privacy. Under the Financial Services Modernization Act, federal banking regulators are required to adopt rules that will limit the ability of banks and other financial institutions to disclose non-public information about consumers to nonaffiliated third parties. These limitations will require disclosure of privacy policies to consumers and, in some circumstances, will allow consumers to prevent disclosure of certain personal information to a nonaffiliated third party. Federal banking regulators issued final rules on May 10, 2000. Pursuant to these rules, financial institutions must provide:

- initial notices to customers about their privacy policies, describing the conditions under which they may disclose nonpublic personal information to nonaffiliated third parties and affiliates;

- annual notices of their privacy policies to current customers; and

- a reasonable method for customers to "opt out" of disclosures to nonaffiliated third parties.

The rules were effective November 13, 2000, but compliance is optional until July 1, 2001. These privacy provisions will affect how consumer information is transmitted through diversified financial companies and conveyed to outside vendors. It is not possible at this time to assess the impact of the privacy provisions on the Company's financial condition or results of operations.

Consumer Protection Rules - Sale of Insurance Products. In December 2000 pursuant to the requirements of the Financial Services Modernization Act, the federal bank and thrift regulatory agencies adopted consumer protection rules for the sale of insurance products by depository institutions. The rule is effective on April 1, 2001. The final rule applies to any depository institution or any person selling, soliciting, advertising, or offering insurance products or annuities to a consumer at an office of the institution or on behalf of the institution. Before an institution can complete the sale of an insurance product or annuity, the regulation requires oral and written disclosure that such product:

- is not a deposit or other obligation of, or guaranteed by, the depository institution or its affiliate;

- is not insured by the FDIC or any other agency of the United States, the depository institution or its affiliate; and

- has certain risks in investment, including the possible loss of value.

Finally, the depository institution may not condition an extension of credit:

- on the consumer's purchase of an insurance product or annuity from the depository institution or from any of its affiliates, or

- on the consumer's agreement not to obtain, or a prohibition on the consumer from obtaining, an insurance product or annuity from an unaffiliated entity.

The rule also requires formal acknowledgement from the consumer that disclosures were received.

In addition, to the extent practicable, a depository institution must keep insurance and annuity sales activities physically segregated from the areas where retail deposits are routinely accepted from the general public.

Safeguarding Confidential Customer Information. In January 2000, the banking agencies adopted guidelines requiring financial institutions to establish an information security program to:

- identify and assess the risks that may threaten customer information;

- develop a written plan containing policies and procedures to manage and control these risks;

- implement and test the plan; and

- adjust the plan on a continuing basis to account for changes in technology, the sensitivity of customer information, and internal or external threats to information security.

Each institution may implement a security program appropriate to its size and complexity and the nature and scope of its operations.

The guidelines outline specific security measures that institutions should consider in implementing a security program. A financial institution must adopt those security measures determined to be appropriate. The guidelines require the board of directors to oversee an institution's efforts to develop, implement, and maintain an effective information security program and approve written information security policies and programs. The guidelines are effective July 1, 2001.

Dividends and Other Transfers of Funds

Dividends from the Bank constitute the principal source of income to the Company. The Company is a legal entity separate and distinct from the Bank. The Bank is subject to various statutory and regulatory restrictions on its ability to pay dividends to the Company. Under such restrictions, the amount available for payment of dividends to the Company by the Bank totaled $62.0 million at December 31, 2000. In addition, the California Department of Financial Institutions and the FDIC have the authority to prohibit the Bank from paying dividends, depending upon the Bank's financial condition, if such payment is deemed to constitute an unsafe or unsound practice.

The FDIC and the Commissioner also have authority to prohibit the Bank from engaging in activities that, in the FDIC's and the Commissioner's opinion, constitute unsafe or unsound practices in conducting its business. It is possible, depending upon the financial condition of the bank in question and other factors, that the FDIC and the Commissioner could assert that the payment of dividends or other payments might, under some circumstances, be such an unsafe or unsound practice. Further, the FDIC and the Federal Reserve Board have established guidelines with respect to the maintenance of appropriate levels of capital by banks or bank holding companies under their jurisdiction. Compliance with the standards set forth in such guidelines and the restrictions that are or may be imposed under the prompt corrective action provisions of federal law could limit the amount of dividends which the Bank or the Company may pay. An insured depository institution is prohibited from paying management fees to any controlling persons or, with certain limited exceptions, making capital distributions if after such transaction the institution would be undercapitalized. See "-- Prompt Corrective Regulatory Action and Other Enforcement Mechanisms" and "-- Capital Standards" for a discussion of these additional restrictions on capital distributions.

The Bank is subject to certain restrictions imposed by federal law on any extensions of credit to, or the issuance of a guarantee or letter of credit on behalf of, the Company or other affiliates, the purchase of, or investments in, stock or other securities thereof, the taking of such securities as collateral for loans, and the purchase of assets of the Company or other affiliates. Such restrictions prevent the Company and such other affiliates from borrowing from the Bank unless the loans are secured by marketable obligations of designated amounts. Further, such secured loans and investments by the Bank to or in the Company or to or in any other affiliate are limited, individually, to 10.0% of the Bank's capital and surplus (as defined by federal regulations), and such secured loans and investments are limited, in the aggregate, to 20.0% of the Bank's capital and surplus (as defined by federal regulations). California law also imposes certain restrictions with respect to transactions involving the Company and other controlling persons of the Bank. Additional restrictions on transactions with affiliates may be imposed on the Bank under the prompt corrective action provisions of federal law. See "Item 1. Business -- Supervision and Regulation -- Prompt Corrective Action and Other Enforcement Mechanisms."

Capital Standards

The Federal Reserve Board and the FDIC have adopted risk-based minimum capital guidelines intended to provide a measure of capital that reflects the degree of risk associated with a banking organization's operations for both transactions reported on the balance sheet as assets and transactions, such as letters of credit and recourse arrangements, which are recorded as off-balance sheet items. Under these guidelines, nominal dollar amounts of assets and credit equivalent amounts of off-balance sheet items are multiplied by one of several risk adjustment percentages, which range from 0% for assets with low credit risk, such as certain U.S. Treasury securities, to 100% for assets with relatively high credit risk.

The guidelines require a minimum ratio of qualifying total capital to risk-adjusted assets of 8% and a minimum ratio of Tier 1 capital to risk-adjusted assets of 4%. In addition to the risk-based guidelines, federal banking regulators require banking organizations to maintain a minimum amount of Tier 1 capital to total assets, referred to as the leverage ratio. For a banking organization rated in the highest of the five categories used by regulators to rate banking organizations, the minimum leverage ratio of Tier 1 capital to total assets must be 3%. In addition to these uniform risk-based capital guidelines and leverage ratios that apply across the industry, the regulators have the discretion to set individual minimum capital requirements for specific institutions at rates significantly above the minimum guidelines and ratios.

The following table presents the amounts of regulatory capital and the capital ratios for the Company, compared to its minimum regulatory capital requirements as of December 31, 2000.

	AS OF DECEMBER 31, 2000					
	ACTUAL		REQUIRED		EXCESS	
	AMOUNT	RATIO	AMOUNT	RATIO	AMOUNT	RATIO
	(DOLLARS IN THOUSANDS)					
Leverage ratio	$174,426	8.5%	$ 82,083	4.0%	$ 92,343	4.5%
Tier 1 risk-based ratio	174,426	13.2%	52,856	4.0%	121,570	9.2%
Total risk-based ratio	191,098	14.4%	106,165	8.0%	84,933	6.4%

The following table presents the amounts of regulatory capital and the capital ratios for the Bank, compared to its minimum regulatory capital requirements as of December 31, 2000.

	AS OF DECEMBER 31, 2000					
	ACTUAL		REQUIRED		EXCESS	
	AMOUNT	RATIO	AMOUNT	RATIO	AMOUNT	RATIO
	(DOLLARS IN THOUSANDS)					
Leverage ratio......................	$174,774	8.5%	$ 82,247	4.0%	$ 92,527	4.5%
Tier 1 risk-based ratio............	174,774	13.2%	52,962	4.0%	121,812	9.2%
Total risk-based ratio.............	191,429	14.5%	105,615	8.0%	85,814	6.5%

The federal banking regulators may set capital requirements higher than the minimums described above for holding companies whose circumstances warrant it. For example, a financial institution experiencing or anticipating significant growth may be expected to maintain capital positions substantially above the minimum supervisory levels without significant reliance on intangible assets. The Federal Reserve Board has also indicated that it will consider a "tangible Tier 1 capital leverage ratio" (deducting all intangibles) and other indications of capital strength when evaluating proposals for expansion or new activities.

Proposed Capital Requirements for Community Institutions

In November 2000 the federal bank and thrift regulatory agencies requested public comment on an advance notice of proposed rulemaking that considers the establishment of a simplified regulatory capital framework for non-complex institutions.

In the proposal, the agencies suggested criteria that could be used to determine eligibility for a simplified capital framework, such as the nature of a bank's activities, its asset size and its risk profile. In the advance notice, the agencies seek comment on possible minimum regulatory capital requirements for non-complex institutions, including a simplified risk-based ratio, a simple leverage ratio, or a leverage ratio modified to incorporate certain off-balance sheet exposures.

The advance notice solicits public comment on the agencies' preliminary views. Comments are due on the proposal on February 1, 2001. Given the preliminary nature of the proposal, it is not possible to predict its impact on the Bank at this time.

Prompt Corrective Action and Other Enforcement Mechanisms

Federal banking agencies possess broad powers to take corrective and other supervisory action to resolve the problems of insured depository institutions, including but not limited to those institutions that fall below one or more prescribed minimum capital ratios. Each federal banking agency has promulgated regulations defining the following five categories in which an insured depository institution will be placed, based on its capital ratios: well-capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized. At December 31, 2000, the Bank and the Company exceeded the required ratios for classification as "well/adequately capitalized."

An institution that, based upon its capital levels, is classified as well-capitalized, adequately capitalized, or undercapitalized may be treated as though it were in the next lower capital category if the appropriate federal banking agency, after notice and opportunity for hearing, determines that an unsafe or unsound condition or an unsafe or unsound practice warrants such treatment. At each successive lower capital category, an insured depository institution is subject to more restrictions. The federal banking agencies, however, may not treat a significantly undercapitalized institution as critically undercapitalized unless its capital ratio actually warrants such treatment.

In addition to measures taken under the prompt corrective action provisions, commercial banking organizations may be subject to potential enforcement actions by the federal regulators for unsafe or unsound practices in conducting their businesses or for violations of any law, rule, regulation, or any condition imposed in writing by the agency or any written agreement with the agency.

Safety and Soundness Standards

The federal banking agencies have adopted guidelines designed to assist the federal banking agencies in identifying and addressing potential safety and soundness concerns before capital becomes impaired. The guidelines set forth operational and managerial standards relating to: (i) internal controls, information systems and internal audit systems, (ii) loan documentation, (iii) credit underwriting, (iv) asset growth, (v) earnings, and (vi) compensation, fees and benefits. In addition, the federal banking agencies have also adopted safety and soundness guidelines with respect to asset quality and earnings standards. These guidelines provide six standards for establishing and maintaining a system to identify problem assets and prevent those assets from deteriorating. Under these standards, an insured depository institution should: (i) conduct periodic asset quality reviews to identify problem assets, (ii) estimate the inherent losses in problem assets and establish reserves that are sufficient to absorb estimated losses, (iii) compare problem asset totals to capital, (iv) take appropriate corrective action to resolve problem assets, (v) consider the size and potential risks of material asset concentrations, and (vi) provide periodic asset quality reports with adequate information for management and the board of directors to assess the level of asset risk. These new guidelines also set forth standards for evaluating and monitoring earnings and for ensuring that earnings are sufficient for the maintenance of adequate capital and reserves.

Premiums for Deposit Insurance

Through the Bank Insurance Fund (BIF), the FDIC insures the deposits of the Company's depository institution subsidiaries up to prescribed limits for each depositor. The amount of FDIC assessments paid by each BIF member institution is based on its relative risk of default as measured by regulatory capital ratios and other factors. Specifically, the assessment rate is based on the institution's capitalization risk category and supervisory subgroup category. An institution's capitalization risk category is based on the FDIC's determination of whether the institution is well capitalized, adequately capitalized or less than adequately capitalized. An institution's supervisory subgroup category is based on the FDIC's assessment of the financial condition of the institution and the probability that FDIC intervention or other corrective action will be required.

FDIC-insured depository institutions pay an assessment rate equal to the rate assessed on deposits insured by the Savings Association Insurance Fund ("SAIF").

The assessment rate currently ranges from zero to 27 cents per $100 of domestic deposits. The FDIC may increase or decrease the assessment rate schedule on a semi-annual basis. An increase in the assessment rate could have a material adverse effect on the Company's earnings, depending on the amount of the increase. The FDIC is authorized to terminate a depository institution's deposit insurance upon a finding by the FDIC that the institution's financial condition is unsafe or unsound or that the institution has engaged in unsafe or unsound practices or has violated any applicable rule, regulation, order or condition enacted or imposed by the institution's regulatory agency. The termination of deposit insurance for one or more of the Company's subsidiary depository institutions could have a material adverse effect on the Company's earnings, depending on the collective size of the particular institutions involved.

All FDIC-insured depository institutions must pay an annual assessment to provide funds for the payment of interest on bonds issued by the Financing Corporation, a federal corporation chartered under the authority of the Federal Housing Finance Board. The bonds, commonly referred to as FICO bonds, were issued to capitalize the Federal Savings and Loan Insurance Corporation. The FDIC established the FICO assessment rates effective for the third quarter of 2000 at approximately $.021 per $100 annually for assessable deposits. The FICO assessments are adjusted quarterly to reflect changes in the assessment bases of the FDIC's insurance funds and do not vary depending on a depository institution's capitalization or supervisory evaluations.

Interstate Banking and Branching

The BHCA permits bank holding companies from any state to acquire banks and bank holding companies located in any other state, subject to certain conditions, including certain nationwide- and state-imposed concentration limits. The Bank has the ability, subject to certain restrictions, to acquire by acquisition or merger branches outside its home state. The establishment of new interstate branches is also possible in those states with laws that expressly permit it. Interstate branches are subject to certain laws of the states in which they are located. Competition may increase further as banks branch across state lines and enter new markets.

Community Reinvestment Act and Fair Lending Developments

The Bank is subject to certain fair lending requirements and reporting obligations involving home mortgage lending operations and Community Reinvestment Act activities. The CRA generally requires the federal banking agencies to evaluate the record of a financial institution in meeting the credit needs of its local communities, including low- and moderate-income neighborhoods. A bank may be subject to substantial penalties and corrective measures for a violation of certain fair lending laws. The federal banking agencies may take compliance with such laws and CRA obligations into account when regulating and supervising other activities. In December 2000, the federal banking agencies established annual reporting and public disclosure requirements for certain written agreements that are entered into between insured depository institutions or their affiliates and nongovernmental entities or persons that are made pursuant to, or in connection with, the fulfillment of the CRA.

A bank's compliance with its CRA obligations is based on a performance-based evaluation system which bases CRA ratings on an institution's lending service and investment performance. When a bank holding company applies for approval to acquire a bank or other bank holding company, the Federal Reserve Board will review the assessment of each subsidiary bank of the applicant bank holding company, and such records may be the basis for denying the application. Based on an examination conducted December 6, 1999 the Bank was rated satisfactory in complying with its CRA obligations.

Nonbank Subsidiaries

Many of the Company's nonbank subsidiaries also are subject to regulation by the Federal Reserve Board and other applicable federal and state agencies. Other nonbank subsidiaries of the Company are subject to the laws and regulations of both the federal government and the various states in which they conduct business.

RISK FACTORS THAT MAY AFFECT FUTURE RESULTS

The following discusses certain factors which may affect the Company's financial results and operations and should be considered in evaluating the Company.

Our Southern California business focus and economic conditions in Southern California could adversely affect our operations. The Company's operations are located San Bernardino County, Riverside County, Orange County, and the eastern portion of Los Angeles County in Southern California. As a result of this geographic concentration, the Company's results depend largely upon economic conditions in these areas. A deterioration in economic conditions in the Company's market areas could have a material adverse impact on the quality of the Company's loan portfolio, the demand for its products and services and its financial condition and results of operations.

Changes in interest rates could adversely affect our earnings. The Company's earnings are impacted by changing interest rates. Changes in interest rates impact the level of loans, deposits and investments, the credit profile of existing loans and the rates received on loans and securities and the rates paid on deposits and borrowings. The Company anticipates that interest rates may continue to decrease should the Federal Reserve Board continue to lower rates. However, significant fluctuations in interest rates may have an adverse affect on the Company's financial condition and results of operations. Furthermore, the financial weakness of California's three primary energy providers, and shortages in electrical generation capacities may further weaken the California economy and businesses operating in Southern California.

We are subject to government regulations that could limit or restrict our activities, which in turn could adversely impact our operations. The banking industry is subject to extensive federal and state supervision and regulation. Significant new laws or changes in existing laws, or repeals of existing laws may cause the Company's results to differ materially. Further, federal monetary policy, particularly as implemented through the Federal Reserve System, significantly affects credit conditions for the Company and a material change in these conditions could have a material adverse impact on the Company's financial condition and results of operations.

Competition may adversely affect our performance. The banking and financial services businesses in the Company's market areas are highly competitive. The increasingly competitive environment is a result of changes in regulation, changes in technology and product delivery systems, and the accelerating pace of consolidation among financial services providers. The results of the Company may differ if circumstances affecting the nature or level of competition change.

If a significant number of borrowers, guarantors and related parties fail to perform as required by the terms of their loans, we will sustain losses. A significant source of risk arises from the possibility that losses will be sustained because borrowers, guarantors and related parties may fail to perform in accordance with the terms of their loans. The Company has adopted underwriting and credit monitoring procedures and credit policies, including the establishment and review of the allowance for credit losses, that management believes are appropriate to minimize this risk by assessing the likelihood of nonperformance, tracking loan performance and diversifying the Company's credit portfolio. These policies and procedures, however, may not prevent unexpected losses that could have a material adverse effect on the Company's results.

We may face other risks. From time to time, the Company details other risks with respect to its business and/or financial results in its filings with the Commission.

ITEM 2. PROPERTIES

The principal executive offices of the Company and the Bank are located at 701 North Haven Avenue, Suite 350, Ontario, California. The office of Community is located at 125 East "H" Street, Colton, California. The office of Ventures is located at 16 North Marengo, Pasadena, California.

The Bank occupies the premises for twenty-one of its offices under leases expiring at various dates from 2001 through 2014, at which time the Company can exercise options that could extend certain leases through 2027. The Bank owns the premises for ten of its offices, including its data center.

The Company's total occupancy expense, exclusive of furniture and equipment expense, for the year ended December 31, 2000, was $5.4 million. Management believes that its existing facilities are adequate for its present purposes. For additional information concerning properties, see Notes 6 and 10 of the Notes to the Consolidated Financial Statements included in this report. See "Item 8. Financial Statements and Supplemental Data."

ITEM 3. LEGAL PROCEEDINGS

From time to time the Company and the Bank are parties to claims and legal proceedings arising in the ordinary course of business. After taking into consideration information furnished by counsel to the Company and the Bank, management believes that the ultimate aggregate liability represented thereby, if any, will not have a material adverse effect on the Company's consolidated financial position or results of operations.

In May 1998, the Bank received an unfavorable jury judgment as a result of the lawsuit filed against them by MRI Grand Terrace, Inc. ("MRI"). The award to MRI and its joint venture partner, Tri-National Development Corp. was approximately $4,900,000, which included approximately $2,100,000 in compensatory damages, $1,600,000 in punitive damages, and $1,200,000 in prejudgment interest. The lawsuit alleges that the Bank misled MRI in its purchase of a commercial real estate property from the Bank. The Bank subsequently made a motion to the trial judge to vacate the jury verdict, and on August 14, 1998, the motion was denied. The Bank filed an appeal on August 19, 1998. The Court of Appeal has vacated the judgement and remanded the case for retrial. In addition, the Court of Appeal has awarded the Bank the costs of Appeal. MRI petitioned the Supreme Court of the State of California, who refused to hear the case. The Company is awaiting a new trial on all of the issues. Management believes that the ultimate outcome of this case will not have a material adverse affect on the Company's future consolidated financial position or results of operations.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to shareholders during the fourth quarter of 2000.

ITEM 4(A). EXECUTIVE OFFICERS OF THE REGISTRANT

As of February 28, 2001, the executive officers of the Company and Bank are:

NAME	POSITION	AGE
George A. Borba......................	Chairman of the Board of the Company and the Bank	68
D. Linn Wiley........................	President and Chief Executive Officer of the Company and the Bank	62
Frank Basirico.......................	Executive Vice President/Credit Management Division of the Bank	46
Edward J. Biebrich Jr.	Chief Financial Officer of the Company and Executive Vice President and Chief Financial Officer of the Bank	57
Jay W. Coleman.......................	Executive Vice President/Sales and Service Division of the Bank	58
Ed Pomplun...........................	Executive Vice President/Asset Management Division of the Bank	54

Other than George A. Borba, who is the brother of John A. Borba, a director of the Company and the Bank, there is no family relationship among any of the above-named officers or any of the Company's directors.

Mr. Borba has served as Chairman of the Board of the Company since its organization in April, 1981 and Chairman of the Board of the Bank since its organization in December, 1973. In addition, Mr. Borba is the owner of George Borba & Son Dairy.

Mr. Wiley has served as President and Chief Executive Officer of the Company since October, 1991. Mr. Wiley joined the Company and Bank as a director and as President & Chief Executive Officer designate on August 21, 1991. Prior to that, Mr. Wiley served as an Executive Vice President of Wells Fargo Bank from April 1, 1990 to August 20, 1991. From 1988 to April 1, 1990 Mr. Wiley served as the President and Chief Administrative Officer of Central Pacific Corporation, and from 1983 to 1990 he was the President and Chief Executive Officer of American National Bank.

Mr. Basirico has served as Executive Vice President and Senior Loan Officer of the Bank since October, 1996. From March, 1993 to October, 1996, he served as Credit Administrator of the Bank. Prior to that time he was Executive Vice President, senior loan officer at Fontana National Bank from 1991. Between 1985 and 1990 he served as Executive Vice President, senior loan officer at the Bank of Hemet.

Mr. Biebrich assumed the position of Chief Financial Officer of the Company and Executive Vice President/Chief Financial Officer of the Bank on February 2, 1998. From 1983 to 1990, he served as Chief Financial Officer for Central Pacific Corporation and Executive Vice President, Chief Financial Officer and Manager of the Finance and Operations Division for American National Bank. From 1990 to 1992, he was Vice President of Operations for Systematics Financial Services Inc. From 1992 to 1998, he served as Senior Vice President, Chief Financial Officer of ARB, Inc.

Mr. Coleman assumed the position of Executive Vice President of the Bank on December 5, 1988. Prior to that he served as President and Chief Executive Officer of Southland Bank, N.A. from March, 1983 to April, 1988.

Mr. Pomplun has served as Executive Vice President and Division Manager of the Asset Management Division since March 29, 1996. From February, 1994 to March 29, 1996 he held that position for Citizens Bank of Pasadena. From June, 1988 through February, 1994, Mr. Pomplun served as Executive Vice President and Division Manager of the Trust Division for First National Bank in San Diego. Between 1984 and 1988, he served as Vice President for Bank of America's Trust Division.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

Shares of CVB Financial Corp. common stock price increased from an average price of $14.84 per share for the first quarter of 2000 to an average per share price of $15.15 for the fourth quarter of 2000. The following table presents the high and low sales prices and dividend information for the Company's common stock during each quarter for the past two years. The share prices and cash dividend per share amounts presented for all periods have been restated to give retroactive effect, as applicable, to the ten percent stock dividend declared in December 2000, which was paid in January 2001, and the 5-for-4 stock split declared in December 1999, which became effective January 14, 2000. The Company had approximately 1,348 shareholders of record as of December 31, 2000.

TWO YEAR SUMMARY OF COMMON STOCK PRICES

QUARTER ENDED	HIGH	LOW	DIVIDENDS
03/31/1999	$16.45	$13.73	$0.09 Cash Dividend
06/30/1999	$18.91	$13.95	$0.09 Cash Dividend
09/30/1999	$21.55	$18.27	$0.09 Cash Dividend
12/31/1999	$19.73	$16.55	$0.12 Cash Dividend 5-for-4 Stock Split
03/31/2000	$18.09	$12.27	$0.12 Cash Dividend
06/30/2000	$14.72	$12.56	$0.12 Cash Dividend
09/30/2000	$15.34	$13.64	$0.12 Cash Dividend
12/31/2000	$16.31	$14.66	$0.12 Cash Dividend 10% Stock Dividend

The Company lists its common stock on the American Stock Exchange under the symbol "CVB."

ITEM 6. SELECTED FINANCIAL DATA.

	2000	1999	1998	1997	1996
	(DOLLARS IN THOUSANDS EXCEPT PER SHARE AMOUNTS)				
Net Interest Income	$ 94,107	$ 90,012	$ 80,542	$ 73,184	$ 65,803
Provision for Credit Losses	2,800	2,700	2,600	2,810	3,093
Other Operating Income	19,023	18,630	17,759	17,530	16,991
Other Operating Expenses	56,345	64,737	57,181	54,666	53,456
Earnings Before Income Taxes	53,985	41,205	38,520	33,238	26,245
Income Taxes	19,302	15,245	14,403	12,670	10,711
Net Earnings	$ 34,683	$ 25,960	$ 24,117	$ 20,568	$ 15,534
Basic Earnings Per Common Share(1)	$ 1.26	$ 0.96	$ 0.90	$ 0.77	$ 0.58
Diluted Earnings Per Common Share(1)	$ 1.23	$ 0.93	$ 0.87	$ 0.75	$ 0.56
Cash Dividends Declared Per Share(1)	$ 0.45	$ 0.39	$ 0.32	$ 0.22	$ 0.16
Dividend Pay-Out Ratio	35.71%	40.63%	32.41%	25.50%	24.85%
FINANCIAL POSITION:					
Assets	$2,307,996	$2,010,757	$1,841,069	$1,501,048	$1,379,266
Net Loans	1,032,341	935,791	817,296	736,673	695,677
Deposits	1,595,030	1,501,073	1,475,639	1,294,487	1,188,961
Stockholders' Equity	188,630	140,770	139,430	123,671	108,043
Book Value Per Share(1)	6.82	5.18	5.19	4.63	4.05
Equity-to-Assets Ratio(2)	8.17%	7.00%	7.57%	8.24%	7.83%
FINANCIAL PERFORMANCE:					
Return on:					
Beginning Equity	24.64%	18.62%	19.50%	19.04%	16.26%
Average Equity	21.96%	17.90%	18.06%	17.81%	15.43%
Return on Average Assets	1.67%	1.39%	1.49%	1.49%	1.26%
CREDIT QUALITY:					
Allowance for Credit Losses	$ 19,152	$ 16,761	$ 14,888	$ 13,103	$ 13,608
Allowance/Total Loans	1.82%	1.76%	1.79%	1.75%	1.92%
Total Non Performing Loans	$ 966	$ 1,194	$ 8,925	$ 9,545	$ 26,030
Non Performing Loans/Total Loans	0.09%	0.13%	1.07%	1.27%	3.67%
Allowance/Non Performing Loans	1982.61%	1403.77%	166.81%	137.28%	52.28%
Net Charge-Offs	$ 409	$ 827	$ 815	$ 3,315	$ 1,335
Net Charge-Offs/Average Loans	0.04%	0.10%	0.11%	0.46%	0.20%
REGULATORY CAPITAL RATIOS					
Leverage Ratio	8.5%	7.7%	7.4%	7.8%	7.4%
Tier 1 Capital	13.2%	12.6%	12.4%	12.2%	11.1%
Total Capital	14.4%	13.9%	13.6%	13.4%	12.3%

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(1) All per share information has been retroactively adjusted to reflect the the 10% stock dividend declared December 20, 2000, as to holders of record on January 5, 2001 and paid January 26, 2001, the 5-for-4 stock split declared December 15, 1999, which became effective January 14, 2000, the 3-for-2 stock split declared in December 1997 which became effective in January 1998, and the 10% stock dividends paid in 1999, and 1997.

(2) Stockholders' equity divided by total assets.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND THE RESULTS OF OPERATIONS.

Management's discussion and analysis is written to provide greater detail of the results of operations and the financial condition of CVB Financial Corp. and its subsidiaries. This analysis should be read in conjunction with the audited financial statements contained within this report including the notes thereto. Certain statements under this caption constitute "forward-looking statements" under Section 27A of the 1934 Act and Section 21E of the 1934 Act which involve risk and uncertainties. The Company's actual results may differ significantly from the results discussed in such forward-looking statements. Factors that might cause such a difference include but are not limited to economic conditions, competition in the geographic and business areas in which the Company conducts its operations, fluctuations in interest rates, credit quality and government regulation. For additional information concerning these factors, see "Item 1. Business -- Factors that May Affect Future Results."

CVB Financial Corp. (referred to herein on an unconsolidated basis as "CVB" and on a consolidated basis as the "Company") is a bank holding company. Its primary subsidiary, Citizens Business Bank, ("Bank") is a state chartered bank with 30 branch offices located in San Bernardino, Riverside, Eastern Los Angeles, and Orange Counties. Community Trust Deed Services ("Community") is a nonbank subsidiary providing services to the Bank as well as nonaffiliated persons. CVB Ventures, Inc. ("Ventures") is a nonbank subsidiary providing financing and venture capital services to non-affiliated persons.

RECENT ACQUISITIONS

On October 4, 1999, the Company acquired Orange National Bancorp and its subsidiary, Orange National Bank, with deposits of approximately $250.4 million and net loans of approximately $152.0 million in a transaction accounted for using the pooling-of-interests method of accounting. As a result of the transaction the Bank acquired six new banking offices: Katella, East Orange, Plaza, and Stadium, in Orange; Saddleback Valley in Laguna Hills; and Laguna Beach. The merger contributed significantly to the growth of the Company's deposits, loans, and assets.

Since the acquisition of Orange National Bancorp was effected by the pooling-of-interests method of accounting, all financial statements have been restated to reflect the combined institutions as though they were combined for all the periods presented.

ANALYSIS OF THE RESULTS OF OPERATIONS

The Company reported net earnings of $34.7 million for the year ended December 31, 2000. This represented an increase of $8.7 million, or 33.60%, over net earnings of $26.0 million for the year ended December 31, 1999. Net earnings for 1999 increased $1.8 million, or 7.64%, over net earnings of $24.1 million for the year ended December 31, 1998. Diluted earnings per share were $1.23 in 2000, $0.93 in 1999, and $0.87 in 1998. Basic earnings per share were $1.26 in 2000, $0.96 in 1999, and $0.90 in 1998. Diluted and basic earnings per share have been adjusted for the effects of a 5-for-4 stock split which became effective January 14, 2000, and 10% stock dividends paid in January 2001 and January 1999.

Net earnings for 1999 were affected by the pooling-of-interests method of accounting which requires that certain expenses incurred to effect the merger of the Company and Orange National Bancorp be treated as current charges against income. The Company charged to expense merger costs of approximately $3.0 million, net of taxes. The merger costs included accounting fees, investment banker fees, legal fees, severance expenses, and other expenses.

The increase in net earnings for 2000 compared to 1999 was primarily the result of an increase in net interest income and a decrease in other operating expenses. The increase in earnings for 1999 compared to 1998 was the result of an increase in net interest income and in other operating income. This increase was partially offset by the increase in other operating expenses. Increased net interest income for 2000 and 1999 reflected higher volumes of average earning assets for each year.

For 2000, the Company's return on average assets was 1.67%, compared to a return on average assets of 1.39% for 1999, and of 1.49% for 1998. The Company's return on average stockholders' equity was 21.96% for 2000, compared to a return of 17.90% for 1999, and of 18.06% for 1998.

NET INTEREST INCOME

Table 1 presents information concerning the net interest income of the Company.

	2000			1999			1998		
	AVERAGE BALANCE	INTEREST	RATE	AVERAGE BALANCE	INTEREST	RATE	AVERAGE BALANCE	INTEREST	RATE
				(AMOUNTS IN THOUSANDS)					
ASSETS									
Investment Securities									
Taxable(1)	$ 721,681	$ 48,903	6.78%	$ 686,076	$42,885	6.25%	$ 539,408	$ 33,385	6.19%
Tax preferenced(2)	208,781	11,369	7.35%	122,280	5,663	6.50%	97,734	4,370	6.27%
Federal Funds Sold	2,850	195	6.84%	32,726	1,545	4.72%	63,219	3,360	5.31%
Loans (3) (4)	981,045	90,400	9.21%	866,917	78,385	9.04%	772,331	74,840	9.69%
Total Earning Assets	1,914,357	150,867	8.09%	1,707,999	128,478	7.66%	1,472,692	115,955	7.99%
Total Non Earning Assets	157,198			154,107			144,208		
Total Assets	$2,071,555			$1,862,106			$1,616,900		
LIABILITIES AND STOCKHOLDERS' EQUITY									
Demand Deposits	$ 610,826			$ 593,789			$ 526,257		
Savings Deposits(5)	526,019	$ 13,216	2.51%	532,272	$11,109	2.09%	487,968	$ 12,050	2.47%
Time Deposits	361,172	19,478	5.39%	334,245	15,158	4.53%	309,120	15,901	5.14%
Total Deposits	1,498,017	32,694	2.18%	1,460,306	26,267	1.80%	1,323,345	27,951	2.11%
Other Borrowings	387,622	24,066	6.21%	230,532	12,199	5.29%	136,189	7,462	5.48%
Interest Bearing Liabilities	1,274,813	56,760	4.45%	1,097,049	38,466	3.51%	933,277	35,413	3.79%
Other Liabilities	28,001			26,239			23,795		
Stockholders' Equity	157,915			145,029			133,571		
Total Liabilities and Stockholders' Equity	$2,071,555			$1,862,106			$1,616,900		
Net interest spread			3.64%			4.15%			4.20%
Net interest margin			5.12%			5.40%			5.57%
Net interest margin excluding loan fees			4.93%			5.18%			5.26%

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(1) Includes short-term interest bearing deposits with other institutions.

(2) Yields are calculated on a taxable equivalent basis using a marginal tax rate of 35.00%.

(3) Loan fees are included in total interest income as follows, (000)s omitted: 2000, $3,794; 1999, $3,795; 1998, $4,864.

(4) Non performing loans are included in net loans as follows, (000)s omitted: 2000, $966; 1999, $1,194; 1998, $8,925.

(5) Includes interest bearing demand and money market accounts.

The Company's net interest income totaled $94.1 million for 2000. This represented an increase of $4.1 million, or 4.55%, over net interest income of $90.0 million for 1999. Net interest income for 1999 increased $9.5 million, or 11.76%, over net interest income of $80.5 million for 1998. The increases in net interest income for 2000 and 1999 were primarily the result of greater average balances of earning assets during each year.

The net interest margin measures net interest income as a percentage of average earning assets. The net interest margin can be affected by changes in the yield on earning assets and the cost of interest-bearing liabilities, as well as changes in the level of interest-bearing liabilities in proportion to earning assets. The net interest margin can also be affected by changes in the mix of earning assets as well as the mix of interest-bearing liabilities. The Company's tax effected (TE) net interest margin was 5.12% for 2000, compared to 5.40% for 1999, and 5.57% for 1998. A higher yield on average earning assets, offset by a higher increase in the cost of average interest-bearing liabilities, contributed to the decrease in the net interest margin for 2000. Also for 2000, a change in the mix of interest-bearing liabilities toward higher costing funds was another element contributing to the decrease in the net interest margin. Other borrowed funds as a percent of interest-bearing liabilities increased from 21.01% to 30.41%. A lower yield on average earning assets, coupled with a smaller decrease in the cost of average interest-bearing liabilities, contributed to the decrease in the net interest margin for 1999.

The net interest spread is the difference between the yield on average earning assets less the cost of average interest-bearing liabilities. The Company's net interest spread (TE) decreased to 3.64% for 2000, compared to 4.15% for 1999, and 4.20% for 1998. The decrease in the net interest spread for 2000 resulted from increases in the yield on earning assets offset by a larger increase in the cost of average interest-bearing liabilities. The decrease in the net interest spread for 1999 resulted from decreases in the yield on earning assets, and a smaller decrease in the cost of average interest-bearing liabilities.

The Company's net interest margin and net interest spread have been decreasing which primarily reflects higher levels of investments, which have a lower yield than loans, and a reduction in the net difference between loans and deposits rates.

The yield (TE) on earnings assets increased to 8.09% for 2000, from 7.66% for 1999, and 7.99% for 1998. The increase in the yield on earning assets for 2000 was the result of higher yields on both loans and investments. The decrease in the yield on earning assets for 1999 reflects lower yields on loans. The yield on average loans increased to 9.21% for 2000, compared to 9.04% for 1999. The yield on loans for 1999 decreased compared to 9.69% for 1998. The increase in the yields on loans for 2000 was primarily the result of an increased interest rate environment partially offset by increased price competition for loans compared to 1999. The decrease in the yields on loans for 1999 was the result of increased price competition for loans compared to 1998. Loans typically have higher yields than investments and federal funds sold. Total average loans, measured as a percentage of average earning assets, increased to 51.25% for 2000, compared with 50.76% in 1999, and decreased compared to 52.44% in 1998.

The cost of average interest-bearing liabilities increased to 4.45% for 2000, compared to 3.51% for 1999, and 3.79% for 1998. For the most part, the increase in the cost of average interest-bearing liabilities for 2000 reflected a higher interest rate environment and increased usage of other borrowed funds. As a percentage of total average deposits, average non-interest-bearing (demand) deposits increased to 40.78% for 2000, compared to 40.66% for 1999, and 39.77% for 1998. The FDIC has approved the payment of interest on certain demand deposit accounts. This could have a negative impact on the Company's net interest margin, net interest spread, and net earnings.

Total interest income increased in 2000, 1999 and 1998. The increases were primarily the result of increased balances of average earning assets. Interest income totaled $150.9 million for 2000. This represented an increase of $22.4 million, or 17.43%, compared to total interest of $128.5 million for 1999. For 1999, total interest income increased $12.5 million, or 10.80%, from total interest income of $116.0 million for 1998.

Interest expense totaled $56.76 million for 2000. This represented an increase of $18.3 million, or 47.56%, over total interest expense of $38.5 million for 1999. For 1999, total interest expense increased $3.1 million, or 8.62%, over total interest expense of $35.4 million for 1998. For both 2000 and 1999, the increase in interest expense was the combined result of greater levels of average interest-bearing liabilities and change in the mix toward higher costing source of funds.

Table 2 presents a comparison of interest income and interest expense resulting from changes in the volumes and rates on average earning assets and average interest-bearing liabilities for the years indicated. Changes in interest income or expense attributable to volume changes are calculated by multiplying the change in volume by the initial average interest rate. The change in interest income or expense attributable to changes in interest rates are calculated by multiplying the change in interest rate by the initial volume. The changes attributable to interest rate and volume changes are calculated by multiplying the change in rate times the change in volume.

TABLE 2 -- RATE AND VOLUME ANALYSIS FOR CHANGES IN INTEREST INCOME, INTEREST EXPENSE, AND NET INTEREST INCOME

	2000 COMPARED TO 1999 INCREASE (DECREASE) DUE TO				1999 COMPARED TO 1998 INCREASE (DECREASE) DUE TO			
	VOLUME	RATE	RATE/ VOLUME	TOTAL	VOLUME	RATE	RATE/ VOLUME	TOTAL
	(AMOUNTS IN THOUSANDS)							
Interest Income:								
Taxable investment securities	$2,336	$3,582	$ 196	$ 6,114	$ 9,079	$ 331	$ 90	$ 9,500
Tax preferenced securities	4,006	995	704	5,705	1,098	156	39	1,293
Federal funds	(1,505)	723	(663)	(1,445)	(1,621)	(375)	181	(1,815)
Loans	10,320	1,498	197	12,015	9,166	(5,008)	(613)	3,545
Total earning assets	15,157	6,798	434	22,389	17,722	(4,896)	(303)	12,523
Interest Expense:								
Savings deposits	(131)	2,265	(27)	2,107	1,093	(1,865)	(169)	(941)
Time deposits	1,221	2,868	231	4,320	1,293	(1,883)	(153)	(743)
Other borrowings	8,313	2,114	1,440	11,867	5,169	(255)	(177)	4,737
Total interest bearing liabilities	9,403	7,247	1,644	18,294	7,555	(4,003)	(499)	3,053
Net Interest Income	$5,754	$ (449)	$(1,210)	$ 4,095	$10,167	$ (893)	$ 196	$ 9,470

Interest and fees on loans, the Company's primary source of revenue, totaled $90.4 million for 2000. This represented an increase of $12.0 million, or 15.33%, over interest and fees on loans of $78.4 million for 1999. For 1999, interest and fees on loans increased $3.5 million, or 4.74%, over interest and fees on loans of $74.8 million for 1998. The increase in interest and fees on loans for 2000 and 1999 reflected increases in the average balance of loans and for 2000, reflected a higher interest rate environment. The yield on loans increased to 9.21% for 2000, compared to 9.04% for 1999 and decreased compared to 9.69% for 1998. Deferred loan origination fees, net of costs, totaled $3.3 million at December 31, 2000. This represented a decrease of $260,000, or 7.29%, from deferred loan origination fees, net of costs, of $3.6 million at December 31, 1999.

In general, the Company stops accruing interest on a non-performing loan after its principal or interest becomes 90 days or more past due, charging to earnings all interest previously accrued but not collected. There was no interest income that was accrued and not reversed on non-performing loans at December 31, 2000, 1999, and 1998. Had non-performing loans for which interest was no longer accruing complied with the original terms and conditions of their notes, interest income would have been $99,000 greater for 2000, $274,000 greater 1999, and $485,000 greater for 1998. Accordingly, yields on loans would have increased by 0.01% for 2000, 0.03% for 1999, and 0.06% for 1998.

Fees collected on loans are an integral part of the loan pricing decision. Loan fees and the direct costs associated with the origination of loans are deferred and deducted from the loan balance. Deferred net loan fees are recognized in interest income over the term of the loan in a manner that approximates the level-yield method. The Company recognized loan fee income of $3.8 million for 2000, $3.8 million for 1999 and $4.9 million for 1998.

Table 3 summarizes loan fee activity for the Bank for the years indicated.

TABLE 3 -- LOAN FEE ACTIVITY

	2000	1999	1998
	(AMOUNTS IN THOUSANDS)		
Fees Collected	$ 3,535	$ 3,943	$ 4,808
Fees and costs deferred	(2,039)	(2,984)	(4,019)
Accretion of deferred fees and costs	2,298	2,836	4,075
Total fee income reported	$ 3,794	$ 3,795	$ 4,864
Deferred net loan origination fees at end of year	$ 3,307	$ 3,566	$ 3,418

PROVISION FOR CREDIT LOSSES

The provision for credit losses totaled $2.8 million for 2000. This represented an increase of $100,000, or 3.70%, from the provision for credit losses of $2.7 million for 1999. For 1999, the provision for credit losses increased $100,000, or 3.85%, from the provision for credit losses of $2.6 million for 1998. The increase in the provision for credit losses was primarily due to the inherent risk and size of the Company's loan portfolio and the change in the composition of the real estate mortgage, commercial and industrial and agribusiness loans. See "Risk Management -- Credit Risk" herein.

OTHER OPERATING INCOME

Other operating income for the Company includes income derived from special services offered by the Bank, such as asset management and trust services, merchant card, investment services, international banking, and other business services. Also included in other operating income is service charges and fees, primarily from deposit accounts; gains (net of losses) from the sale of investment securities, other real estate owned, and fixed assets; the gross revenue from Community and Ventures; and other revenues not included as interest on earning assets.

Other operating income totaled $19.0 million for 2000. This represents an increase of $393,000, or 2.11%, from other operating income of $18.6 million for 1999. During 1999, other operating income increased $871,000, or 4.9%, over other operating income of $17.8 million for 1998. Service charges on deposit accounts, which totaled $10.6 million, in 2000 and 1999, and $8.8 million in 1998. Contributing in part to the increase in other operating income in each year was fee income from the Bank's Asset Management Division, (trust services) which generated fees totaling $4.0 million in 2000, $3.7 million in 1999, and $3.5 million in 1998. Investment Services which provides mutual funds, certificate of deposit and other non-insured investment products, generated fees totaling $1,316,000 in 2000, $921,000 in 1999, and $631,000 in 1998. The sale of securities generated income (loss) totaling $(218,000) in 2000, $(80,000) in 1999, and $407,000 in 1998, while the sale of fixed assets added income (loss) totaling $(19,000) in 2000, $(10,000) in 1999, and $684,000 in 1998.

Other operating income also includes revenue from Community, a subsidiary of the Company. Total revenue from Community was approximately $107,000 in 2000, $158,000 in 1999, and $222,000 in 1998. Ventures, a subsidiary of the Company, had revenues of $41,000 in 2000 and reported no revenues in 1999, its year of inception.

OTHER OPERATING EXPENSES

Other operating expenses for the Company includes expenses for salaries and benefits, occupancy, equipment, stationary and supplies, professional services, promotion, data processing, deposit insurance, other real estate owned, and other expenses. Other operating expenses totaled $56.3 million for 2000. This represents a decrease of $8.4 million, or 12.96%, from other operating expenses of $64.7 million for 1999. Approximately, $3.6 million of the decrease in other operating expenses in 2000 (including salaries and benefits and data processing expenses) is attributable to efficiencies derived from economies of scale as a result of the merger with Orange National Bancorp.

In 1999, due to the merger with Orange National Bancorp, other operating expense was affected by the pooling-of-interest method of accounting which requires that certain expenses incurred to effect the merger be treated as current charges. The Company charged to other operating expense merger costs of approximately $4.9 million. The merger costs included accounting fees, investment banker fees, legal fees, and severance expense. Without the merger costs, other operating expense would have totaled $59.9 million, representing an increase of $2.7 million or 4.72% over operating expense of $57.2 million for 1998.

For the most part, other operating expenses reflect the direct expenses and related administrative expenses associated with staffing, maintaining, promoting, and operating branch facilities. Management's ability to control other operating expenses in relation to asset growth can be measured in terms of other operating expenses as a percentage of average assets. Operating expenses measured as a percentage of average assets decreased to 2.72% for 2000, compared to a ratio of 3.48% for 1999, and 3.54% for 1998. Without the merger costs, operating expense measured as a percentage of average assets would have been 3.22% for 1999. The decrease in the ratio indicates that management is controlling greater levels of assets with proportionately smaller operating expenses, an indication of operating efficiency.

Management's ability to control other operating expenses in relation to the level of net revenue (net interest income plus other operating income) can be measured in terms of other operating expenses as a percentage of net revenue. This is known as the efficiency ratio and indicates the percentage of revenue that is used to cover expenses. For 2000, other operating expenses, as a percentage of total revenue was 49.81%, compared to a ratio of 59.59% for 1999 and a ratio of 58.17% for 1998. Without the merger costs, other operating expense as a percentage of total revenue would have been 55.12% for 1999. The decrease in the ratio indicates that a proportionately smaller amount of net revenue was being allocated to operating expenses, an additional indication of operating efficiency.

Salaries and related expenses comprise the greatest portion of other operating expenses. Salaries and related expenses totaled $30.2 million for 2000. This represented an increase of $1.1 million, or 3.77%, over salaries and related expenses of $29.1 million for 1999. Salary and related expenses increased $303,000, or 1.05%, over salaries and related expenses of $28.8 million for 1998. The increases for both 2000 and 1999 primarily resulted from increased staffing levels. Salaries and related expenses as a percent of average assets decreased to 1.46% for 2000, compared to 1.56% for 1999, and 1.78% for 1998.

Occupancy and equipment expenses represent the cost of operating and maintaining branch and administrative facilities, including the purchase and maintenance of furniture, fixtures, office and equipment and data processing equipment. Occupancy expense totaled $5.4 million for 2000. This represented an increase of $525,000, or 10.89%, over occupancy expense of $4.8 million for 1999. Occupancy expense for 1999 decreased $284,000, or 5.56%, from an expense level of $5.1 million for 1998. Equipment expense totaled $5.0 million for 2000. This represented an increase of $252,000, or 5.32%, over the $4.7 million expense for 1999. For 1999, equipment expense increased $85,000, or 1.83%, from an expense of $4.6 million for 1998.

Stationary and supplies expense totaled $3.7 million for 2000. This represented an increase of $58,000, or 1.60%, over the expense of $3.6 million for 1999. Stationary and supplies expense for 1999 increased $273,000, or 8.09%, over the expense of $3.4 million for 1998.

Professional services totaled $3.0 million for 2000. This represented a decrease of $332,000 or 10.85%, over an expense of $3.4 million for 1999. For 1999, professional services increased $86,000, or 2.60%, from an expense of $3.3 million for 1998.

Promotion expense totaled $2.7 million for 2000. This represented a decrease of $167,000, or 5.81%, from an expense of $2.9 million for 1999. Promotion expense increased for 1999 by $372,000, or 14.90%, over an expense of $2.5 million for 1998.

Data processing expense totaled $1.4 million for 2000. This represented a decrease of $929,000, or 39.47%, from an expense of $2.4 million for 1999 which is attributable to efficiencies derived from economies of scale as a result of the merger with Orange National Bancorp. Data processing expense increased for 1999 by $424,000, or 21.99%, over an expense of $1.9 million for 1998. The increase for 1999 was partially the result of costs associated with external processing and correspondent bank fees.

Other real estate owned (property foreclosed on and owned by the Company) expense represents the cost of acquiring, maintaining, and liquidating real property obtained by the Bank as a result of foreclosure. Included as an expense is a provision charged to earnings for potential decreases in the value of other real estate owned. Other real estate owned expense totaled $90,000 for 2000. This represented a decrease of $557,000, or 86.08%, from an expense level of $647,000 for 1999. For 1999, other real estate owned expense decreased $564,000, or 46.57%, over an expense level of $1.2 million for 1998. The decrease in the expense for 2000 and 1999 compared to 1998 reflected the lower average balance of other real estate owned for the most recent year.

Other expenses include the amortization of goodwill and intangibles. The amortization expense of goodwill and intangibles totaled $1.2 million for 2000, 1999, and 1998.

INCOME TAXES

The Company's effective tax rate for 2000 was 35.8%. This compares to effective tax rates of 37.0% for 1999, and 37.4% for 1998. These rates are below the nominal combined Federal and State tax rates as a result of tax preferenced income for each period.

ANALYSIS OF FINANCIAL CONDITION

The Company reported total assets of $2.3 billion at December 31, 2000. This represented an increase of $297.2 million, or 14.78%, from total assets of $2.0 billion at December 31, 1999. For 1999, total assets increased $169.7 million, or 9.22%, from total assets of $1.8 billion at December 31, 1998.

INVESTMENT SECURITIES

The Company maintains a portfolio of investment securities to provide interest income and to serve as a source of liquidity for its ongoing operations. Note 2 of the Notes to the Consolidated Financial Statements sets forth information concerning the composition and the maturity distribution of the investment securities portfolio at December 31, 2000 and 1999. At December 31, 2000, the Company reported total investment securities of $1.07 billion. This represents an increase of $192.7 million, or 21.97%, over total investment securities of $877.3 million at December 31, 1999. For 1999, investment securities increased $90.5 million, or 11.50%, greater than total investment securities of $786.8 million at December 31, 1998.

The Company has adopted SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities". Under this standard, securities held as "available-for-sale" are reported at current market value for financial reporting purposes. The market value, less the amortized cost of investment securities, net of income taxes, is adjusted directly to stockholders' equity. At December 31, 2000, securities held as available-for-sale had a fair market value of $1.07 billion, representing 100.00% of total investment securities with an amortized cost of $1.06 billion. At December 31, 2000, the net unrealized holding gain on securities available-for-sale was $11.7 million, and the unrealized gain on investments available-for-sale, net of deferred taxes was $6.8 million.

In connection with the merger with Orange National Bancorp and the Company's adoption of SFAS No. 133 "Accounting for derivative instruments and hedging activities", the Company reclassified investment securities from held-to-maturity to available-for-sale. The amortized cost at the date of transfer was $71.6 million and the fair value was $72.3 million. The unrealized gain was recorded in stockholders' equity, net of taxes.

LOANS

At December 31, 2000, the Company reported total loans, net of deferred loan fees, of $1.05 billion. This represents an increase of $98.9 million, or 10.39%, over total loans of $952.6 million at December 31, 1999. For 1999, total loans increased $120.4 million, or 14.46%, over total loans, net of deferred loan fees of $832.2 million at December 31, 1998.

Table 4 presents the distribution of the Company's loan portfolio at the dates indicated.

TABLE 4 -- DISTRIBUTION OF LOAN PORTFOLIO BY TYPE

	DECEMBER 31,				
	2000	1999	1998	1997	1996
	(AMOUNTS IN THOUSANDS)				
Commercial and Industrial	$ 425,130	$392,094	$287,518	$303,410	$285,547
Real Estate					
Construction	58,373	48,078	34,489	19,937	38,337
Mortgage	401,408	375,387	385,393	308,460	284,374
Consumer, net of unearned discount	22,642	24,731	28,996	28,031	29,832
Municipal Lease Finance Receivables	23,633	21,268	22,923	24,008	19,825
Agribusiness(1)	123,614	94,560	76,283	69,404	55,486
Gross Loans	1,054,800	956,118	835,602	753,250	713,401
Less:					
Allowance for Credit Losses	19,152	16,761	14,888	13,103	13,608
Deferred Loan Fees	3,307	3,566	3,418	3,474	4,116
Total Net Loans	$1,032,341	$935,791	$817,296	$736,673	$695,677

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(1) Included as Commercial and Industrial and Real Estate Mortgage loans above are loans totaling $59.1 million for 2000, $42.9 million for 1999, $34.6 million for 1998, $27.9 million for 1997, $22.7 million for 1996, that represent loans to agricultural concerns for commercial or real estate purposes.

Commercial and industrial loans are loans to commercial entities to finance capital purchases or improvements, or to provide cash flow for operations. Real estate loans are loans secured by conforming first trust deeds on real property, including property under construction, commercial property and single family and multifamily residences. Consumer loans include installment loans to consumers as well as home equity loans and other loans secured by junior liens on real property. Municipal lease finance receivables are leases to municipalities. Agribusiness loans are loans to finance the operating needs of wholesale dairy farm operations, cattle feeders, livestock raisers, and farmers.

Table 5 provides the maturity distribution for commercial and industrial loans, real estate construction loans and agribusiness loans as of December 31, 2000. The loan amounts are based on contractual maturities although the borrowers have the ability to prepay the loans. Amounts are also classified according to repricing opportunities or rate sensitivity.

TABLE 5 -- LOAN MATURITIES AND INTEREST RATE CATEGORY AT DECEMBER 31, 2000

	WITHIN ONE YEAR	AFTER ONE BUT WITHIN FIVE YEARS	AFTER FIVE YEARS	TOTAL
		(AMOUNTS IN THOUSANDS)		
Types of Loans:				
Commercial and industrial(1)	$126,737	$194,928	$480,266	$801,931
Construction	56,756	0	1,692	58,448
Agribusiness	117,045	6,569	0	123,614
	$300,538	$201,497	$481,958	$983,993
Amount of Loans based upon:				
Fixed Rates	$ 46,689	$149,163	$364,017	$559,869
Floating or adjustable rates	253,849	52,334	117,941	424,124
	$300,538	$201,497	$481,958	$983,993

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(1) Includes approximately $375.0 million in fixed rate commercial real estate loans. These loans are classified as real estate mortgage loans for the financial statements, but are accounted for as commercial and industrial loans on the Company's books.

As a normal practice in extending credit for commercial and industrial purposes, the Bank may accept trust deeds on real property as collateral. In some cases, when the primary source of repayment for the loan is anticipated to come from the cash flow from normal operations of the borrower, the requirement of real property as collateral is not the primary source of repayment but an abundance of caution. In these cases, the real property is considered a secondary source of repayment for the loan. Since the Bank lends primarily in Southern California, its real estate loan collateral is concentrated in this region. At December 31, 2000, substantially all of the Bank's loans secured by real estate were collateralized by properties located in Southern California. This concentration is considered when determining the adequacy of the Company's allowance for credit losses.

NON-PERFORMING ASSETS

At December 31, 2000, non-performing assets, which included non-performing loans (nonaccrual loans, loans 90 days or more past due and still accruing interest, and restructured loans) (see CREDIT RISK) and other real estate owned, totaled $1.3 million. This represented a decrease of $572,000, or 30.15%, compared to non-performing assets of $1.9 million at December 31, 1999. For 1999, total non-performing assets decreased $9.1 million, or 82.80%, from total non-performing assets of $11.0 million at December 31, 1998. The decrease in non-performing assets for 2000 compared to 1999 resulted as balances of other real estate owned and nonaccrual loans decreased during the year. The decrease in non-performing assets for 1999 reflected the decrease in nonaccrual loans and other real estate owned.

At December 31, 2000, the Company had loans on which interest was no longer accruing (nonaccrual) totaling $966,000. This represented a decrease of $225,000, or 18.89%, from total nonaccrual loans of $1.2 million at December 31, 1999. For 1999, total nonaccrual loans decreased $7.7 million, or 86.54%, over total nonaccrual loans of $8.8 million at December 31, 1998. The Bank has allocated specific reserves included in the allowance for credit losses for potential losses on these loans.

A restructured loan is a loan on which the Bank has reduced the rate of interest to a lower rate, forgiven all or a part of the interest income, or forgiven part of the principal balance of the loan due to the borrower's financial condition. At December 31, 2000, and 1999 the Company had no loans that were classified as restructured.

Although management believes that non-performing loans are generally well secured and that potential losses are provided for in the Company's allowance for credit losses, there can be no assurance that future deterioration in economic conditions or collateral values will not result in future credit losses. Table 6 provides information on non-performing loans and other real estate owned at the dates indicated.

TABLE 6 -- NON-PERFORMING ASSETS

	DECEMBER 31,				
	2000	1999	1998	1997	1996
	(AMOUNTS IN THOUSANDS)				
Nonaccrual loans	$ 966	$1,191	$ 8,849	$ 6,402	$20,028
Loans past due 90 days or more	0	3	76	1,051	628
Restructured loans	0	0	0	2,092	5,374
Other real estate owned (OREO)	359	703	2,102	4,521	8,642
Total nonperforming assets	$1,325	$1,897	$11,027	$14,066	$34,672
Percentage of nonperforming assets to total loans outstanding & OREO	0.13%	0.20%	1.32%	1.86%	4.85%
Percentage of nonperforming assets to total assets	0.06%	0.09%	0.60%	0.94%	2.51%

Except for non-performing loans as set forth in Table 6 and loans disclosed as impaired, (see "Risk Management - Credit Risk" herein) the Bank's management is not aware of any loans as of December 31, 2000 for which known credit problems of the borrower would cause serious doubts as to the ability of such borrowers to comply with their present loan repayment terms, or any known events that would result in the loan being designated as non-performing at some future date. The Bank's management cannot, however, predict the extent to which the deterioration in general economic conditions, real estate values, increase in general rates of interest, change in the financial conditions or business of a borrower may adversely affect a borrower's ability to pay.

At December 31, 2000, the net book value of the properties held, as other real estate owned totaled $359,000. This represented a decrease of $344,000, or 48.93%, from other real estate owned of $703,000 at December 31, 1999. Although the Bank is actively marketing these properties, the Bank's management cannot predict when these properties will be sold or what the terms of sale will be when they are sold. Although there are recent appraisals on each property that support the carrying costs of these properties at December 31, 2000, no assurances can be given that further charges to earnings may not occur if real estate values decrease or the Bank cannot promptly dispose of the properties held.

DEPOSITS

The Company reported total deposits of $1.60 billion at December 31, 2000. This represented an increase of $94.0 million, or 6.26%, over total deposits of $1.50 billion at December 31, 1999. During 1999, total deposits increased $25.4 million, or 1.72%, over total deposits of $1.48 billion at December 31, 1998.

Non-interest-bearing demand deposits totaled $665.3 million at December 31, 2000. This represented an increase of $15.5 million, or 2.38%, over total non-interest-bearing demand deposits of $649.8 million at December 31, 1999. For 1999, total non-interest-bearing demand deposits increased $11.1 million, or 1.74%, over non-interest-bearing demand deposits of $638.7 million at December 31, 1998. Non-interest-bearing deposits represented 41.71% of total deposits as of December 31, 2000 and 43.29% of total deposits as of December 31, 1999.

Table 7 provides the remaining maturities of large denomination ($100,000 or more) time deposits, including public funds, at December 31, 2000.

TABLE 7 -- MATURITY DISTRIBUTION OF LARGE DENOMINATION TIME DEPOSITS

	(AMOUNTS IN THOUSANDS)
3 months or less	$213,708
Over 3 months through 6 months	70,496
Over 6 months through 12 months	23,004
Over 12 months	3,216
Total	$310,424

OTHER BORROWED FUNDS

As opportunities exist, the Bank borrows short-term funds and invests the proceeds at a positive spread. By purposely mismatching the maturities of the borrowed funds and the resulting investments, management can offset a portion of the Bank's interest rate risk. In addition, the positive spread contributes to the Bank's and Company's earnings. As the interest rate paid on borrowed funds is normally greater than the interest rate paid for deposits, the increase in other borrowed funds contributed to the decrease in the Company's net interest margin and net interest spread.

At December 31, 2000, borrowed funds totaled $486 million. This represented an increase of $163 million, or 50.46%, from total borrowed funds of $323 million at December 31, 1999. For 1999, total borrowed funds increased $123 million, or 61.50%, from a balance of $200 million at December 31, 1998. The maximum outstanding at any month-end was $486 million during 2000, $323 million during 1999, and $200 million during 1998.

CAPITAL RESOURCES

Historically, the primary source of capital for the Company has been the retention of operating earnings. In order to ensure adequate levels of capital, the Company conducts an ongoing assessment of projected sources and uses of capital in conjunction with projected increases in assets and the level of risk.

Total stockholders' equity was $188.6 million at December 31, 2000. This represented an increase of $47.9 million, or 34.00%, over total stockholders' equity of $140.8 million at December 31, 1999. For 1999, total stockholders' equity increased $1.3 million, or 0.96%, over total stockholders' equity of $139.4 million at December 31, 1998.

Tier 1 capital, stockholders' equity less intangible assets, was $174.4 million at December 31, 2000. This represented an increase of $25.7 million, or 17.29%, over total Tier 1 capital of $148.7 million at December 31, 1999. For 1999, Tier 1 capital increased $20.3 million, or 15.78%, over Tier 1 capital of $128.4 million at December 31, 1998. Total adjusted capital, Tier 1 capital plus the lesser of the allowance for credit losses or 1.25% of risk-weighted assets, was $191.1 million at December 31, 2000. This represented an increase of $27.5 million, or 16.82%, over adjusted capital of $163.6 million at December 31, 1999. For 1999, adjusted capital increased $22.7 million, or 16.15%, over total adjusted capital of $140.8 million at December 31, 1998.

Bank regulators have established minimum capital adequacy guidelines requiring that qualifying capital be at least 8.0% of risk-based assets, of which at least 4.0% must be Tier 1 capital (primarily stockholders' equity). These ratios represent minimum capital standards. Under Prompt Corrective Action rules, certain levels of capital adequacy have been established for financial institutions. Depending on an institution's capital ratios, the established levels can result in restrictions or limits on permissible activities. In addition to the aforementioned requirements, the Company and Bank must also meet minimum leverage ratio standards. The leverage ratio is calculated as Tier 1 capital divided by the most recent quarter's average total assets.

The highest level for capital adequacy under Prompt Corrective Action is "Well-Capitalized". To qualify for this level of capital adequacy an institution must maintain a total risk-based capital ratio of at least 10.00% and a Tier 1 risk-based capital ratio of at least 6.00%.

At December 31, 2000, and 1999, the Company exceeded all of the minimum capital ratios required to be considered well-capitalized. At December 31, 2000, the Company's total risk-based capital ratio was 14.4%, compared to a ratio of 13.9% at December 31, 1999. The ratio of Tier 1 capital to risk-weighted assets was 13.2% at December 31, 2000, compared to a ratio of 12.6% at December 31, 1999. At December 31, 2000, the Company's leverage ratio was 8.5%, compared to a ratio of 7.7% at December 31, 1999. (See NOTE 15 of the Notes to the Consolidated Financial Statements.)

For purposes of calculating capital ratios, bank regulators have excluded adjustments to stockholders' equity that result from mark-to-market adjustments of available-for-sale investment securities. At December 31, 2000, the Company had an unrealized gain on investment securities net of taxes of $6.8 million, compared to a loss net of taxes of $16.4 million at December 31, 1999.

During 1998, the Company announced its intention to re-purchase some of its outstanding common stock. The Company re-purchased 126,100 in 1998, as adjusted for a stock split and dividend in 1998, 1999, and 2000, of its outstanding shares at average price of $15.131 per share for an aggregate cost of $1.9 million.

During 2000, the Board of Directors of the Company declared quarterly cash dividends that totaled $0.45 per share for the full year after retroactive adjustment of a 10% stock dividend declared on December 20, 2000. Management does not believe that the continued payment of cash dividends will impact the ability of the Company to continue to exceed the current minimum capital standards.

RISK MANAGEMENT

The Company's management has adopted a Risk Management Plan to ensure the proper control and management of all risk factors inherent in the operation of the Company and the Bank. Specifically, credit risk, interest rate risk, liquidity risk, transaction risk, compliance risk, strategic risk, reputation risk, price risk and foreign exchange risk, can all affect the market risk exposure of the Company. These specific risk factors are not mutually exclusive. It is recognized that any product or service offered by the Company may expose the Bank to one or more of these risks.

CREDIT RISK

Credit risk is defined as the risk to earnings or capital arising from an obligor's failure to meet the terms of any contract or otherwise fail to perform as agreed. Credit risk is found in all activities where success depends on counterparty, issuer, or borrower performance. Credit risk arises through the extension of loans and leases, certain securities, and letters of credit.

Credit risk in the investment portfolio and correspondent bank accounts is addressed through defined limits in the Bank's policy statements. In addition, certain securities carry insurance to enhance credit quality of the bond. Limitations on industry concentration, aggregate customer borrowings, geographic boundaries and standards on loan quality also are designed to reduce loan credit risk. Senior Management, Directors' Committees, and the Board of Directors are provided with information to appropriately identify, measure, control and monitor the credit risk of the Bank.

Implicit in lending activities is the risk that losses will occur and that the amount of such losses will vary over time. Consequently, the Company maintains an allowance for credit losses by charging a provision for credit losses to earnings. Loans determined to be losses are charged against the allowance for credit losses. The Company's allowance for credit losses is maintained at a level considered by the Bank's management to be adequate to provide for estimated losses inherent in the existing portfolio, and unused commitments to provide financing, including commitments under commercial and standby letters of credit.

The allowance for credit losses is based upon estimates of probable losses inherent in the loan and lease portfolio. The nature of the process by which the Company determines the appropriate allowance for credit losses requires the exercise of considerable judgment. The amount actually observed in respect of these losses can vary significantly from the estimated amounts. The Company's methodology includes two major elements, which are intended to reduce the differences between estimated and actual losses.

The Company's methodology for assessing the appropriateness of the allowance consists of two key elements. The first element is the allocated portion of the allowance, which includes specific allowances for identified problem loans, and a loan portfolio formula allowance. The second element is the unallocated allowance, which supplements the allocated portion. The unallocated allowance includes management's judgmental determination of the amounts necessary for concentrations, economic uncertainties and other subjective factors; correspondingly, the relationship of the unallocated allowance to the total allowance may fluctuate from period to period.

In the case of the portfolio formula allowance, homogeneous portfolios, such as small business lending, consumer loans, and real estate loans, are aggregated or pooled in determining the appropriate allowance. The risk assessment process in this case emphasizes trends in the different portfolios for delinquency, loss, and other behavioral characteristics of the subject portfolios.

Central to the Company's credit risk management is its loan risk rating system. The originating credit officer assigns borrowers an initial risk rating, which is based primarily on a thorough analysis of each borrower's financial capacity in conjunction with industry and economic trends. Approvals are made based upon the amount of inherent credit risk specific to the transaction and are reviewed for appropriateness by senior line and credit administration personnel. Credits are monitored by line and credit administration personnel for deterioration in a borrower's financial condition, which would impact the ability of the borrower to perform under the contract. Risk ratings are adjusted as necessary.

Based on the risk rating system specific allowances are established in cases where management has identified significant conditions or circumstances related to a credit that management believes indicates the probability that a loss has been incurred in excess of the amount determined by the application of the portfolio formula allowance.

Management performs a detailed analysis of these loans, including, but not limited to, appraisals of the collateral, conditions of the marketplace for liquidating the collateral and assessment of the guarantors. Management then determines the loss potential and allocates a portion of the allowance for losses as a specific allowance for each of these credits.

The unallocated allowance is based upon management's evaluation of various conditions, the effects of which are not directly measured in the determination of the formula and specific allowances. The evaluation of the inherent loss with respect to these conditions is subject to a higher degree of uncertainty because they are not identified with specific problem credits or portfolio segments. The conditions evaluated in connection with the unallocated allowance include the following conditions that existed as of the balance sheet date:

- then-existing general economic and business conditions affecting the key lending areas of the Company,

- then-existing economic and business conditions of areas outside the lending areas, such as other sections of the United States, Asia and Latin America,

- credit quality trends (including trends in non-performing loans expected to result from existing conditions),

- collateral values,

- loan volumes and concentrations,

- seasoning of the loan portfolio,

- specific industry conditions within portfolio segments,

- recent loss experience in particular segments of the portfolio,

- duration of the current business cycle,

- bank regulatory examination results and

- findings of the Company's internal credit examiners.

Management reviews these conditions in discussion with the Company's senior credit officers. To the extent that any of these conditions is evidenced by a specifically identifiable problem credit or portfolio segment as of the evaluation date, management's estimate of the effect of such condition may be reflected as a specific allowance applicable to such credit or portfolio segment. Where any of these conditions is not evidenced by a specifically identifiable problem credit or portfolio segment as of the evaluation date, management's evaluation of the probable loss related to such condition is reflected in the unallocated allowance. Management may add certain adjustments to ensure that a prudent amount of conservatism is present. Although management has allocated a portion of the allowance to specific loan categories, the adequacy of the allowance must be considered in its entirety.

The Company has adopted SFAS No. 114, "Accounting by Creditors for the Impairment of a Loan.", as amended by SFAS No. 118, "Accounting by Creditors for Impairment of a Loan -- Income Recognition and Disclosures." The statements prescribe that a loan is impaired when principal and interest are deemed uncollectable according to the original contractual terms of the loan. Impairment is measured as either the expected future cash flows discounted at each loan's effective interest rate, the fair value of the loan's collateral if the loan is collateral dependent, or an observable market price of the loan (if one exists). The amount of impairment is included as a part of the Company's allowance for credit losses. See Note 5 of the Notes to the Consolidated Financial Statements for additional information concerning impaired loans.

At December 31, 2000, the Company reported an allowance for credit losses of $19.2 million. This represented an increase of $2.4 million or 14.26%, from the allowance for credit losses of $16.8 million at December 31, 1999. For 1999, the allowance for credit losses increased $1.9 million or 12.58%, from a balance of $14.9 million at December 31, 1998.

At December 31, 2000, the Company had loans classified as impaired (see "Risk Management") totaling $15.2 million. This represents an increase of $11.9 million, or 368.2% compared to loans classified impaired of $3.2 million at December 31, 1999.

Of the total $19.2 million reserve for credit losses at December 31, 2000, $14.1 million, or 73.75%, represented the allocated allowance and $5.0 million or 26.25% represented the unallocated portion. As of December 31, 1999 these amounts were $10.4, or 61.99% in allocated and $6.4, or 38.01% in unallocated.

At December 31, 2000, the Company had loans classified as impaired totaling $15.2 million. This represents an increase of $11.9 million, or 368.2% compared to loans classified impaired of $3.2 million at December 31, 1999. For 1999, impaired loans decreased $7.8 million, or 70.52% from impaired loans of $11.0 million at December 1998. Impaired loans, measured as a percent of gross loans equaled 1.44%, 0.34%, and 1.32%, at December 31, 2000, 1999, and 1998 respectively.

Non-performing loans totaled $966,000 at December 31, 2000. This represented a decrease of $228,000 or 19.10%, from non-performing loans of $1.2 million at December 31, 1999. For 1999, non-performing loans decreased $7.7 million, or 86.62%, from non-performing loans of $8.9 million at December 31, 1998. Non-performing loans, measured as a percent of gross loans, equaled 0.09%, 0.13%, and 1.07%, at December 31, 2000, 1999, and 1998, respectively.

The decrease in non-performing loans for 2000 was the result of a decrease in nonaccrual loans. Nonaccrual loans decreased $225,000, or 18.89%, to $966,000 at December 31, 2000, from $1.2 million at December 31, 1999. The decrease in non-performing loans between December 31, 1999 and 1998 was the result of a $7.7 million, or 86.54%, reduction in nonaccrual loans.

For 2000, the Company charged $409,000 of loans net of recoveries to the allowance for credit losses. This represented a decrease of $418,000, or 50.54% from 1999, in which the Company charged $827,000 of loans net of recoveries to the allowance for credit losses. This represented an increase of $12,000, or 1.47%, from net charges to the allowance for credit losses of $815,000 for 1998.

Table 8 presents a comparison of net credit losses, the provision for credit losses (including adjustments incidental to mergers), and the resulting allowance for credit losses for each of the years indicated.

TABLE 8 -- SUMMARY OF CREDIT LOSS EXPERIENCE

	AS OF AND FOR YEARS ENDED DECEMBER 31,				
	2000	1999	1998	1997	1996
	(AMOUNTS IN THOUSANDS)				
Amount of Total Loans at End of Period(1)	$1,051,493	$952,552	$832,184	$749,776	$709,285
Average Total Loans Outstanding(1)	$ 981,045	$866,917	$772,331	$718,431	$662,195
Allowance for Credit Losses at Beginning of Period	$ 16,761	$ 14,888	$ 13,103	$ 13,608	$ 11,139
Loans Charged-Off:					
Real Estate	559	483	707	3,158	1,559
Commercial, Financial and Industrial	193	522	373	371	452
Agribusiness	0	0	0	0	0
Municipal Lease Finance Receivables	0	0	0	0	0
Consumer Loans	22	18	61	143	125
Total Loans Charged-Off	774	1,023	1,141	3,672	2,136
Recoveries:					
Real Estate Loans	139	6	161	44	572
Commercial, Financial and Industrial	221	184	150	295	210
Agribusiness	0	0	0	0	0
Municipal Lease Finance Receivables	0	0	0	0	0
Consumer Loans	5	6	15	18	19
Total Loans Recovered	365	196	326	357	801
Net Loans Charged-Off	409	827	815	3,315	1,335
Provision Charged to Operating Expense	2,800	2,700	2,600	2,810	3,093
Adjustments Incident to Mergers	0	0	0	0	711
Allowance for Credit Losses at End of period	$ 19,152	$ 16,761	$ 14,888	$ 13,103	$ 13,608
Net Loans Charged-Off to Average Total Loans	0.04%	0.10%	0.11%	0.46%	0.20%
Net Loans Charged-Off to Total Loans at End of Period	0.04%	0.09%	0.10%	0.44%	0.19%
Allowance for Credit Losses to Average Total Loans	1.95%	1.93%	1.93%	1.82%	2.05%
Allowance for Credit Losses to Total Loans at End of Period	1.82%	1.76%	1.79%	1.75%	1.92%
Net Loans Charged-Off to Allowance for Credit Losses	2.14%	4.93%	5.47%	25.30%	9.81%
Net Loans Charged-Off to Provision for Credit Losses	14.61%	30.63%	31.35%	117.97%	43.16%

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(1) Net of deferred loan origination fees.

The Company's management believes that the allowance for credit losses at December 31, 2000 was adequate to provide for both recognized potential losses and estimated inherent losses in the portfolio. No assurances can be given that future events may not result in increases in delinquencies, non-performing loans or net loan charge-offs that would increase the provision for credit losses and thereby adversely affect the results of operations. There is no precise method of predicting specific losses that ultimately may be charged against the allowance for credit losses.

Table 9 provides a summary of the allocation of the allowance for credit losses for specific loan categories at the dates indicated. The allocations presented should not be interpreted as an indication that loans charged to the allowance for credit losses will occur in these amounts or proportions, or that the portion of the allowance allocated to each loan category represents the total amount available for future losses that may occur within these categories.

TABLE 9 -- ALLOCATION OF ALLOWANCE FOR CREDIT LOSSES

	DECEMBER 31,					
	2000		1999		1998	
	ALLOWANCE FOR CREDIT LOSSES	% OF TOTAL ALLOWANCE	ALLOWANCE FOR CREDIT LOSSES	% OF TOTAL ALLOWANCE	ALLOWANCE FOR CREDIT LOSSES	% OF TOTAL ALLOWANCE
	(AMOUNTS IN THOUSANDS)					
Real Estate	$10,037	52.4%	$ 466	2.8%	$ 1,942	13.0%
Commercial and Industrial	4,021	21.0%	9,794	58.4%	6,867	46.2%
Consumer	67	0.4%	130	0.8%	155	1.0%
Unallocated	5,027	26.2%	6,371	38.0%	5,924	39.8%
Total	$19,152	100.0%	$16,761	100.0%	$14,888	100.0%

	DECEMBER 31,			
	1997		1996	
	ALLOWANCE FOR CREDIT LOSSES	% OF TOTAL ALLOWANCE	ALLOWANCE FOR CREDIT LOSSES	% OF TOTAL ALLOWANCE
	(AMOUNTS IN THOUSANDS)			
Real Estate	$ 1,563	11.9%	$ 1,363	10.0%
Commercial and Industrial	6,405	48.9%	8,137	59.8%
Consumer	139	1.1%	184	1.4%
Unallocated	4,996	38.1%	3,924	28.8%
Total	$13,103	100.0%	$13,608	100.0%

MARKET RISK

In the normal course of its business activities, the Company is exposed to market risks including price and liquidity risk. Market risk is the potential of loss from adverse changes in market rates and prices, such as interest rates (interest rate risk). Liquidity risk arises from the possibility that the Company may not be able to satisfy current or future commitments or that the Company may be more reliant on alternative funding sources such as long-term debt. Financial products that expose the Company to market risk includes securities, loans, deposits, debt, and derivative financial instruments.

The table below provides the actual balances as of December 31, 2000 of interest-earning assets (net of deferred loan fees and allowance for credit losses) and interest-bearing liabilities, including the average rate earned or paid for 2000, the projected contractual maturities over the next five years, and the estimated fair value of each category determined using available market information and appropriate valuation methodologies.

	BALANCE DECEMBER 31,	AVERAGE RATE	MATURING ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS	FIVE YEARS AND BEYOND	ESTIMATED FAIR VALUE
			(AMOUNTS IN THOUSANDS)					
2000								
Interest-Earning Assets								
Investment securities available-for-sale.....	$1,070,074	6.49%	$ 32,274	$ 1,010	$ 8,857	$21,449	$1,006,484	$1,070,074
Loans and lease finance receivables, net.......	1,032,341	9.23%	303,142	36,256	46,858	42,003	604,082	1,036,548
Total interest earning assets.........	$2,102,415		$ 335,416	$37,266	$55,715	$63,452	$1,610,566	$2,106,622
Interest-Bearing Liabilities								
Interest-bearing deposits...............	$ 929,740	3.69%	$ 921,636	$ 5,869	$ 951	$ 519	$ 765	$ 929,448
Demand note to U.S. Treasury...............	11,234	4.49%	11,234					11,234
Short-term borrowings....	486,000	6.26%	461,000	25,000	0			486,000
Total interest-bearing liabilities....	$1,426,974		$1,393,870	$30,869	$ 951	$ 519	$ 765	$1,426,682

INTEREST RATE RISK

During periods of changing interest rates, the ability to reprice interest-earning assets and interest-bearing liabilities can influence net interest income, the net interest margin, and consequently, the Company's earnings. Interest rate risk is managed by attempting to control the spread between rates earned on interest-earning assets and the rates paid on interest-bearing liabilities within the constraints imposed by market competition in the Bank's service area. Short term repricing risk is minimized by controlling the level of floating rate loans and maintaining a downward sloping ladder of bond payments and maturities. Basis risk is managed by the timing and magnitude of changes to interest-bearing deposit rates. Yield curve risk is reduced by keeping the duration of the loan and bond portfolios relatively short. Options risk in the bond portfolio is monitored monthly and actions are recommended when appropriate.

The Bank's management monitors the interest rate "sensitivity" risk to earnings from potential changes in interest rates using various methods, including a maturity/repricing gap analysis. This analysis measures, at specific time intervals, the differences between earning assets and interest-bearing liabilities for which repricing opportunities will occur. A positive difference, or gap, indicates that earning assets will reprice faster than interest-bearing liabilities. This will generally produce a greater net interest margin during periods of rising interest rates, and a lower net interest margin during periods of declining interest rates. Conversely, a negative gap will generally produce a lower net interest margin during periods of rising interest rates and a greater net interest margin during periods of decreasing interest rates.

Table 10 provides the Bank's maturity/repricing gap analysis at December 31, 2000, and 1999. The Bank had a negative cumulative 180 day gap of $812.0 million at December 31, 2000. This represented an increase of $257.3 million, or 46.38%, over the 180 day cumulative negative gap of $554.7 million at December 31, 1999. In theory, this would indicate that at December 31, 2000, $812.0 million more in liabilities than assets would re-price if there was a change in interest rates over the next 180 days. If interest rates increase, the negative gap would tend to result in a lower net interest margin. If interest rates decrease, the negative gap would tend to result in an increase in the net interest margin.

TABLE 10 -- ASSET AND LIABILITY MATURITY/REPRICING GAP

	90 DAYS OR LESS	OVER 90 DAYS TO 180 DAYS	OVER 180 DAYS TO 365 DAYS	OVER 365 DAYS
		(AMOUNTS IN THOUSANDS)		
2000				
Earning Assets:				
Investment Securities at carrying value	$ 56,427	$ 18,270	$ 44,850	$ 950,527
Total Loans	414,907	38,707	80,981	520,205
Total	$ 471,334	$ 56,977	$ 125,831	$1,470,732
Interest Bearing Liabilities				
Savings Deposits	$ 519,994	$ 0	$ 0	$ 0
Time Deposits	260,931	98,363	42,368	8,083
Other Borrowings	436,000	25,000	0	25,000
Total	1,216,925	123,363	42,368	33,083
Period GAP	$ (745,591)	$ (66,386)	$ 83,463	$1,437,649
Cumulative GAP	$ (745,591)	$(811,977)	$(728,514)	$ 709,135
1999				
Earning Assets:				
Investment Securities at carrying value	$ 82,058	$ 18,464	$ 41,037	$ 735,773
Total Loans	354,718	21,511	39,983	539,906
Total	$ 436,776	$ 39,975	$ 81,020	$1,275,679
Interest Bearing Liabilities				
Savings Deposits	$ 520,963	$ 0	$ 0	$ 0
Time Deposits	172,250	100,260	49,973	7,806
Other Borrowings	163,000	75,000	40,000	45,000
Total	856,213	175,260	89,973	52,806
Period GAP	$ (419,437)	$(135,285)	$ (8,953)	$1,222,873
Cumulative GAP	$ (419,437)	$(554,722)	$(563,675)	$ 659,198

The interest rates paid on deposit accounts do not always move in unison with the rates charged on loans. In addition, the magnitude of changes in the rates charged on loans is not always proportionate to the magnitude of changes in the rate paid for deposits. Consequently, changes in interest rates do not necessarily result in an increase or decrease in the net interest margin solely as a result of the differences between repricing opportunities of earning assets or interest-bearing liabilities. The fact that the Bank reported a negative gap at December 31, 2000 does not necessarily indicate that, if interest rates decreased, net interest income would increase, or if interest rates increased, net interest income would decrease.

Approximately $728.6 million or 68.84% of the total investment portfolio at December 31, 2000 consisted of securities backed by mortgages. The final maturity of these securities can be affected by the speed at which the underlying mortgages repay. Mortgages tend to repay faster as interest rates fall, and slower as interest rates rise. As a result, the Bank may be subject to a "prepayment risk" resulting from greater funds available for reinvestment at a time when available yields are lower. Conversely, the Bank may be subject to "extension risk" resulting, as lesser amounts would be available for reinvestment at a time when available yields are higher. Prepayment risk includes the risk associated with the payment of an investment's principal faster than originally intended. Extension risk is the risk associated with the payment of an investment's principal over a longer time period than originally anticipated. In addition, there can be greater risk of price volatility for mortgage-backed securities as a result of anticipated prepayment or extension risk.

The Company's management also utilizes the results of a dynamic simulation model to quantify the estimated exposure of net interest income to sustained interest rate changes. The sensitivity of the Company's net interest income is measured over a rolling two-year horizon.

The simulation model estimates the impact of changing interest rates on the interest income from all interest-earning assets and the interest expense paid on all interest-bearing liabilities reflected on the Company's balance sheet. This sensitivity analysis is compared to policy limits, which specify a maximum tolerance level for net interest income exposure over a one-year horizon assuming no balance sheet growth, given both a 200 basis point upward and downward shift in interest rates. A parallel and pro rata shift in rates over a 12-month period is assumed.

The following reflects the Company's net interest income sensitivity analysis as of December 31, 2000:

SIMULATED RATE CHANGES	ESTIMATED NET INTEREST INCOME SENSITIVITY
+200 basis points......................................	(3.52%)
- -200 basis points......................................	4.71%

The estimated sensitivity does not necessarily represent a Company forecast and the results may not be indicative of actual changes to the Company's net interest income. These estimates are based upon a number of assumptions including: the nature and timing of interest rate levels including yield curve shape, prepayments on loans and securities, pricing strategies on loans and deposits, and replacement of asset and liability cashflows. While the assumptions used are based on current economic and local market conditions, there is no assurance as to the predictive nature of these conditions including how customer preferences or competitor influences might change. See NOTE 18 -- of the Notes to the Consolidated Financial Statements.

LIQUIDITY RISK

Liquidity risk is the risk to earnings or capital resulting from the Bank's inability to meet its obligations when they come due without incurring unacceptable losses. It includes the ability to manage unplanned decreases or changes in funding sources and to recognize or address changes in market conditions that affect the Bank's ability to liquidate assets quickly and with minimum loss of value. Factors considered in liquidity risk management are stability of the deposit base; marketability, maturity, and pledging of investments; and the demand for credit.

In general, liquidity risk is managed daily by controlling the level of fed funds and the use of funds provided by the cash flow from the investment portfolio. To meet unexpected demands, lines of credit are maintained with correspondent banks, the Federal Home Loan Bank and the Federal Reserve Bank. The sale of bonds maturing in the near future can also serve as a contingent source of funds. Increases in deposit rates are considered a last resort as a means of raising funds to increase liquidity.

For the Bank, sources of funds normally include principal payments on loans and investments, other borrowed funds, and growth in deposits. Uses of funds include withdrawal of deposits, interest paid on deposits, increased loan balances, purchases, and other operating expenses.

Net cash provided by operating activities totaled $42.8 million for 2000, $40.8 million for 1999, and $32.4 million for 1998. The increase for 2000 compared to 1999 and 1998 was primarily the result of the increase in net income during each year.

Cash used for investing activities totaled $262.0 million for 2000, compared to $255.6 million for 1999, and $361.4 million for 1998. The funds used for investing activities primarily represented increases in investments and loans for each year reported. Funds obtained from investing activities for each year were obtained primarily from the sale and maturity of investment securities and from the sale of other real estate owned.

Funds provided from financing activities totaled $241.2 million for 2000, compared to $158.2 million for 1999, and $315.2 million for 1998. For 2000, cash flows from financing activities resulted from increased short-term borrowing and to a lesser extent from money market, savings deposits and time deposits. For 1999, cash flows from financing activities resulted from increased non-interest-bearing demand deposits and short-term borrowings.

At December 31, 2000, cash and cash equivalents totaled $140.3 million. This represented an increase of $22.0 million, or 18.55%, from a total of $118.4 million at December 31, 1999.

Since the primary sources and uses of funds for the Bank are loans and deposits, the relationship between gross loans and total deposits provides a useful measure of the Bank's liquidity. Typically, the closer the ratio of loans to deposits is to 100%, the more reliant the Bank is on its loan portfolio to provide for short-term liquidity needs. Since repayment of loans tends to be less predictable than the maturity of investments and other liquid resources, the higher the loans to deposit ratio the less liquid are the Bank's assets. For 2000, the Bank's loan to deposit ratio averaged 65.49%, compared to an average ratio of 59.37% for 1999, and a ratio of 58.51% for 1998.

CVB is a company separate and apart from the Bank that must provide for its own liquidity. Substantially all of CVB's revenues are obtained from dividends declared and paid by the Bank. The remaining cashflow is from rents paid by third parties on office space in the Company's corporate headquarters. There are statutory and regulatory provisions that could limit the ability of the Bank to pay dividends to CVB. At December 31, 2000, approximately $62.0 million of the Bank's equity was unrestricted and available to be paid as dividends to CVB. Management of CVB believes that such restrictions will not have an impact on the ability of CVB to meet its ongoing cash obligations. As of December 31, 2000, neither the Bank nor CVB had any material commitments for capital expenditures.

Accounting Changes

In September 2000, the Financial Accounting Standards Board ("FASB") issued a Statement of Financial Accounting Standards ("SFAS") No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishment of Liabilities," effective for transfers of financial assets commencing April 1, 2001 and for disclosures relating to securitization transaction and collateral for fiscal years ending after December 15, 2000. The standards are based on consistent application of a financial-components approach that focuses on control. Under that approach, after a transfer of financial assets, an entity recognizes the financial and servicing assets it controls and the liabilities it has incurred, derecognizes financial assets when control has been surrendered, and derecognizes liabilities when extinguished. Management believes that the adoption of this statement will not have a material impact on the Company's consolidated financial statement.

In June 1999, the FASB issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," effective for financial statements for periods beginning after June 15, 1999. This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, (collectively referred to as derivatives) and for hedging activities. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position and measure those instruments at fair value. This statement was adopted during the year ended December 31, 1999, with an immaterial impact on the Company's consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss from adverse changes in the market prices and interest rates. The Company's market risk arises primarily from interest rate risk inherent in its lending and deposit taking activities. The Company currently does not enter into futures, forwards, or option contracts. For greater discussion on the risk management of the Company, see Item 7. Management's Discussion and Analysis of Financial Condition and the Results of Operations -- Risk Management.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CVB FINANCIAL CORP.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS
AND FINANCIAL STATEMENT SCHEDULES

All schedules are omitted because they are not applicable, not material or because the information is included in the financial statements or the notes thereto.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Except as hereinafter noted, the information concerning directors and executive officers of the Company is incorporated by reference from the section entitled "Discussion of Proposals recommended by the Board -- Proposal 1: Election of Directors" and "Beneficial Ownership Reporting Compliance Requirement in 2000" of the Company's definitive Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the end of the last fiscal year. For information concerning executive officers of the Company, see "Item 4(A). EXECUTIVE OFFICERS OF THE REGISTRANT" above.

ITEM 11. EXECUTIVE COMPENSATION

Information concerning management remuneration and transactions is incorporated by reference from the section entitled "Executive Compensation" of the Company's definitive Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the end of the last fiscal year.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information concerning security ownership of certain beneficial owners and management is incorporated by reference from the sections entitled "Stock Ownership" of the Company's definitive Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the end of the last fiscal year.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information concerning certain relationships and related transactions with management and others is incorporated by reference from the section entitled "Executive Compensation -- Certain Relationships and Related Transactions" of the Company's definitive Proxy Statement to be filed pursuant to Regulation 14A within 120 days after the end of the last fiscal year.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

FINANCIAL STATEMENTS

Reference is made to the Index to Financial Statements at page 54 for a list of financial statements filed as part of this Report.

EXHIBITS

See Index to Exhibits at Page 80 of this Form 10-K.

EXECUTIVE COMPENSATION PLANS AND ARRANGEMENTS

The following compensation plans and arrangements were filed as exhibits to this Form 10-K as management contracts or compensatory plans: Agreement by and among D. Linn Wiley, CVB Financial Corp. and Chino Valley Bank dated August 8, 1991, Exhibit 10.2; Chino Valley Bank Profit Sharing Plan, Exhibit 10.3; 1991 Stock Option Plan, Exhibit 10.17; 2000 Stock Option Plan, Exhibit 10.18; Severance Compensation Agreement dated March 21, 2001 with Edwin J. Pomplun, Exhibit 10.29; Severance Compensation Agreement dated March 21, 2001 with Frank Basirico, Exhibit 10.30; Severance Compensation Agreement dated March 21, 2001 with Jay Coleman, Exhibit 10.31, and Severance Compensation Agreement dated March 21, 2001 with Edward Biebrich, Exhibit 10.35.

REPORTS ON FORM 8-K

None

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 21st day of March, 2001.

CVB FINANCIAL CORP.

By: /s/ D. LINN WILEY

D. Linn Wiley
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ GEORGE A. BORBA George A. Borba	Chairman of the Board	March 21, 2001
/s/ JOHN A. BORBA John A. Borba	Director	March 21, 2001
/s/ RONALD O. KRUSE Ronald O. Kruse	Director	March 21, 2001
John J. LoPorto	Director	March 21, 2001
/s/ JAMES C. SELEY James C. Seley	Director	March 21, 2001
/s/ SAN E. VACCARO San E. Vaccaro	Director	March 21, 2001
/s/ EDWARD J. BIEBRICH, JR. Edward J. Biebrich, Jr.	Chief Financial Officer (Principal Financial and Accounting Officer)	March 21, 2001
/s/ D. LINN WILEY D. Linn Wiley	Director, President and Chief Executive Officer (Principal Executive Officer)	March 21, 2001

CVB FINANCIAL CORP. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2000 AND 1999
(DOLLARS IN THOUSANDS)

ASSETS

	2000	1999
Federal funds sold	$ 10,000	$
Investment securities available for sale (Note 2)	1,070,074	877,332
Loans and lease finance receivables, net (Notes 3, 4, and 5)	1,032,341	935,791
Total earning assets	2,112,415	1,813,123
Cash and due from banks	130,315	118,360
Premises and equipment, net (Note 6)	27,206	27,726
Other real estate owned, net (Note 5)	359	703
Deferred taxes (Note 7)	4,148	20,941
Goodwill	7,403	8,452
Cash value of life insurance	7,434	6,793
Accrued interest receivable	14,625	11,454
Other assets	4,091	3,205
Total	$2,307,996	$2,010,757

LIABILITIES AND STOCKHOLDERS' EQUITY

	2000	1999
Liabilities:		
Deposits (Note 8):		
Noninterest-bearing	$ 665,290	$ 649,821
Interest-bearing	929,740	851,252
Total deposits	1,595,030	1,501,073
Demand note to U.S. Treasury	11,234	16,951
Short-term borrowings (Note 9)	486,000	323,000
Accrued interest payable	6,742	5,341
Other liabilities (Notes 7, 11, and 19)	20,360	23,622
Total liabilities	2,119,366	1,869,987
Commitments and Contingencies (Note 10)		
Stockholders' Equity (Notes 14 and 15)		
Preferred stock -- authorized, 20,000,000 shares without par value; no shares issued or outstanding		
Common stock -- authorized, 50,000,000 shares without par value; issued and outstanding, 27,659,452 (2000) and 24,716,832 (1999)	145,648	105,304
Retained earnings	36,179	51,857
Accumulated other comprehensive income (loss), net of tax (Note 2)	6,803	(16,391)
Total stockholders' equity	188,630	140,770
Total	$2,307,996	$2,010,757

See accompanying notes to consolidated financial statements.

CVB FINANCIAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
THREE YEARS ENDED DECEMBER 31, 2000
(DOLLARS IN THOUSANDS)

	2000	1999	1998
Interest Income:			
Loans, including fees	$ 90,400	$ 78,385	$ 74,840
Investment securities:			
Taxable	48,901	42,885	33,385
Tax-advantaged	11,369	5,663	4,370
	60,270	48,548	37,755
Federal funds sold	197	1,545	3,360
Total interest income	150,867	128,478	115,955
Interest Expense:			
Deposits (Note 8)	32,694	26,267	27,951
Other borrowings	24,066	12,199	7,462
Total interest expense	56,760	38,466	35,413
Net interest income before provision for credit losses	94,107	90,012	80,542
Provision for credit losses (Note 5)	2,800	2,700	2,600
Net interest income after provision for credit losses	91,307	87,312	77,942
Other Operating Income:			
Service charges on deposit accounts	10,573	10,558	8,810
Trust services	4,038	3,748	3,472
Other	4,412	4,324	5,477
Total other operating income	19,023	18,630	17,759
Other Operating Expenses:			
Salaries, wages, and employee benefits (Notes 11, 12, and 14)	$ 30,239	$ 29,141	$ 28,838
Occupancy (Note 10)	5,350	4,825	5,109
Equipment	4,981	4,730	4,645
Stationery and supplies	3,705	3,647	3,374
Professional services	3,059	3,391	3,305
Promotion	2,702	2,869	2,497
Data processing	1,424	2,352	1,928
Deposit insurance premiums	318	210	220
Other real estate owned expense (Note 5)	90	647	1,211
Acquisition costs (Note 19)		4,856	
Other	4,477	8,069	6,054
Total other operating expenses	56,345	64,737	57,181
Earnings before income taxes	53,985	41,205	38,520
Income taxes (Note 7)	19,302	15,245	14,403
Net earnings	$ 34,683	$ 25,960	$ 24,117
Basic earnings per common share (Note 13)	$ 1.26	$ 0.96	$ 0.90
Diluted earnings per common share (Note 13)	$ 1.23	$ 0.93	$ 0.87

See accompanying notes to consolidated financial statements.

CVB FINANCIAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
THREE YEARS ENDED DECEMBER 31, 2000
(DOLLARS AND SHARES IN THOUSANDS)

	COMMON SHARES OUTSTANDING	COMMON STOCK	RETAINED EARNINGS	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX	COMPREHENSIVE INCOME
BALANCE, JANUARY 1, 1998	17,930	$ 70,119	$ 52,835	$ 717	
Repurchase of common stock	(92)	(380)	(1,527)		
Issuance of common stock	187	639			
10% stock dividend	1,503	32,187	(32,187)		
Tax benefit from exercise of stock options			171		
Cash dividends			(7,892)		
Comprehensive income:					
Net earnings			24,117		$ 24,117
Other comprehensive income -- Unrealized gains on securities available for sale, net				631	631
Comprehensive income					$ 24,748
BALANCE, DECEMBER 31, 1998	19,528	102,565	35,517	1,348	
Issuance of common stock	246	2,739			
5-for-4 stock split	4,943				
Tax benefit from exercise of stock options			221		
Cash dividends			(9,841)		
Comprehensive income:					
Net earnings			25,960		$ 25,960
Other comprehensive income -- Unrealized losses on securities available for sale, net				(17,739)	(17,739)
Comprehensive income					$ 8,221
BALANCE, DECEMBER 31, 1999	24,717	105,304	51,857	(16,391)	
Issuance of common stock	428	2,347			
10% stock dividend	2,514	37,997	(37,997)		
Tax benefit from exercise of stock options			26		
Cash dividends			(12,390)		
Comprehensive income:					
Net earnings			34,683		$ 34,683
Other comprehensive income -- Unrealized gains on securities available for sale, net				23,194	23,194
Comprehensive income					$ 57,877
BALANCE, DECEMBER 31, 2000	27,659	$145,648	$ 36,179	$ 6,803	

See accompanying notes to consolidated financial statements.

CVB FINANCIAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (CONTINUED)
THREE YEARS ENDED DECEMBER 31, 2000
(DOLLARS IN THOUSANDS)

	2000	1999	1998
DISCLOSURE OF RECLASSIFICATION AMOUNT:			
Unrealized holding gains (losses) on securities arising during the period	$ 40,157	$(30,848)	$1,468
Tax (expense) benefit	(17,103)	13,058	(600)
Less:			
Reclassification adjustment for losses (gains) on securities included in net income	217	80	(407)
Reclassification adjustment for losses included in net earnings for securities transferred			35
Add --			
Tax (benefit) expense on reclassification adjustments	(77)	(29)	135
Net unrealized gain (loss) on securities	$ 23,194	$(17,739)	$ 631

See accompanying notes to consolidated financial statements.

CVB FINANCIAL CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
THREE YEARS ENDED DECEMBER 31, 2000
(DOLLARS IN THOUSANDS)

	2000	1999	1998
CASH FLOWS FROM OPERATING ACTIVITIES:			
Interest received	$ 152,898	$ 133,128	$ 110,980
Service charges and other fees received	18,795	19,121	21,320
Interest paid	(55,359)	(37,799)	(34,228)
Cash paid to suppliers and employees	(50,805)	(56,307)	(51,230)
Income taxes paid	(22,762)	(17,301)	(14,468)
Net cash provided by operating activities	42,767	40,842	32,374
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from sales of securities available for sale	139,040	30,249	96,187
Proceeds from maturities of securities available for sale	102,649	165,126	154,837
Proceeds from maturities of securities held to maturity		1,018	7,487
Purchases of securities available for sale	(399,696)	(320,357)	(524,817)
Purchases of securities held to maturity		(9,550)	(14,317)
Net increase in loans	(99,760)	(122,990)	(85,329)
Proceeds from sale of other real estate owned	994	2,262	5,401
Proceeds from sale of premises and equipment	32	67	2,204
Purchases of premises and equipment	(4,201)	(4,066)	(4,507)
Other investing activities	(1,067)	2,607	1,408
Net cash used in investing activities	(262,009)	(255,634)	(361,446)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net increase in noninterest-bearing deposits and money market and savings accounts	14,500	18,650	144,777
Net increase in time certificates of deposit	79,457	6,784	36,375
Net increase in short-term borrowings	157,283	139,856	143,172
Cash dividends on common stock	(12,390)	(9,841)	(7,892)
Repurchase of common stock			(1,907)
Proceeds from exercise of stock options	2,347	2,739	639
Net cash provided by financing activities	241,197	158,188	315,164
Net increase (decrease) in cash and cash equivalents	21,955	(56,604)	(13,908)
Cash and cash equivalents, beginning of year	118,360	174,964	188,872
Cash and cash equivalents, end of year	$ 140,315	$ 118,360	$ 174,964
RECONCILIATION OF NET EARNINGS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Net earnings	$ 34,683	$ 25,960	$ 24,117
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Gain on sales of investment securities	(480)	(60)	(451)
Loss on sales of investment securities	697	140	44
Loss (gain) on sale of premises and equipment	19	10	(684)
Gain on sale of other real estate owned	(223)	(631)	(116)
Gain on sale of loans		(182)	(655)
Increase in cash value of life insurance	(641)	(199)	(213)
Amortization of premiums (accretion of discounts) on investment securities	5,204	7,156	(1,185)
Provision for credit losses	2,800	2,700	2,600
Provision for losses on other real estate owned	(17)	300	500
Proceeds from loan sales		4,830	10,553
Origination of loans held for sale		(4,648)	(9,898)
Depreciation and amortization	4,670	4,035	3,679
Change in accrued interest receivable	(3,171)	(2,096)	(1,275)
Change in accrued interest payable	1,401	667	1,184
Deferred tax benefit (provision)	(460)	(2,967)	(1,208)
Change in other assets and liabilities	(1,715)	5,827	5,382
Total adjustments	8,084	14,882	8,257
Net cash provided by operating activities	$ 42,767	$ 40,842	$ 32,374
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Real estate acquired through foreclosure	$ 410	$ 1,795	$ 3,560
Loans to facilitate the sale of other real estate owned		1,235	200
Securities purchased not settled			5,000

See accompanying notes to consolidated financial statements.

CVB FINANCIAL CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
THREE YEARS ENDED DECEMBER 31, 2000

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of CVB Financial Corp. and subsidiaries are in accordance with accounting principles generally accepted in the United States of America and conform to practices within the banking industry. A summary of the significant accounting policies consistently applied in the preparation of the accompanying consolidated financial statements follows.

Principles of Consolidation -- The consolidated financial statements include the accounts of CVB Financial Corp. (the "Company") and its wholly owned subsidiaries, Citizens Business Bank (the "Bank"), Community Trust Deed Services, CVB Ventures, Inc., and Chino Valley Bancorp, after elimination of all material intercompany transactions and balances.

Nature of Operations -- The Company's primary operations are related to traditional banking activities, including the acceptance of deposits and the lending and investing of money through the operations of the Bank. The Bank also provides trust services to customers through its asset management division and branch offices. The Bank's customers consist primarily of small to mid-sized businesses and individuals located in the Inland Empire, San Gabriel Valley, and Orange County areas of Southern California. The Bank operates 30 branches with the headquarters located in the city of Ontario.

Investment Securities -- The Company classifies as held-to-maturity those debt securities that it has the positive intent and ability to hold to maturity. All other debt and equity securities are classified as available-for-sale. Securities held-to-maturity are accounted for at cost and adjusted for amortization of premiums and accretion of discounts. Securities available-for-sale are accounted for at fair value, with the net unrealized gains and losses (unless other than temporary), net of income tax effects, presented as a separate component of stockholders' equity. Realized gains and losses on sales of securities are recognized in earnings at the time of sale and are determined on a specific-identification basis. The Company's investment in Federal Home Loan Bank ("FHLB") stock is classified as available-for-sale but is carried at cost, which approximates fair value.

Loans and Lease Finance Receivables -- Loans and lease finance receivables are reported at the principal amount outstanding, less deferred net loan origination fees and the allowance for credit losses. Interest on loans and lease finance receivables is credited to income based on the principal amount outstanding. Interest income is not recognized on loans and lease finance receivables when collection of interest is deemed by management to be doubtful.

The Bank receives collateral to support loans, lease finance receivables, and commitments to extend credit for which collateral is deemed necessary. The most significant categories of collateral are real estate, principally commercial and industrial income-producing properties, real estate mortgages, and assets utilized in agribusiness.

Nonrefundable fees and direct costs associated with the origination or purchase of loans are deferred and netted against outstanding loan balances. The deferred net loan fees and costs are recognized in interest income over the loan term in a manner that approximates the level-yield method.

Provision and Allowance for Credit Losses -- The determination of the balance in the allowance for credit losses is based on an analysis of the loan and lease finance receivables portfolio and reflects an amount that, in management's judgment, is adequate to provide for potential credit losses after giving consideration to the character of the loan portfolio, current economic conditions, past credit loss experience, and such other factors as deserve current recognition in estimating credit losses. The provision for credit losses is charged to expense.

A loan for which collection of principal and interest according to its original terms is not probable is considered to be impaired. The Company's policy is to record a specific valuation allowance, which is included in the allowance for credit losses, or charge off that portion of an impaired loan that exceeds its fair value. Fair value is usually based on the value of underlying collateral.

Premises and Equipment -- Premises and equipment are stated at cost, less accumulated depreciation, which is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives using the straight-line method. Properties under capital lease and leasehold improvements are amortized over the shorter of their economic lives or the initial terms of the leases.

Other Real Estate Owned -- Other real estate owned represents real estate acquired through foreclosure in satisfaction of commercial and real estate loans and is stated at fair value, minus estimated costs to sell (fair value at time of foreclosure). Loan balances in excess of fair value of the real estate acquired at the date of acquisition are charged against the allowance for credit losses. Any subsequent operating expenses or income, reduction in estimated values, and gains or losses on disposition of such properties are charged to current operations.

Business Combinations and Intangible Assets -- The Company has engaged in the acquisition of financial institutions and the assumption of deposits and purchase of assets from other financial institutions in its market area. The Company has paid premiums on certain transactions, and such premiums are recorded as intangible assets, in the form of goodwill. These intangible assets are being amortized over a 15-year period on the straight-line basis.

Income Taxes -- Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each year-end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income.

Earnings per Common Share -- Basic earnings per share are computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding during each year. The computation of diluted earnings per share considers the number of shares issuable upon the assumed exercise of outstanding common stock options. Earnings per common share and stock option amounts have been retroactively restated to give effect to all stock splits and dividends. A reconciliation of the numerator and the denominator used in the computation of basic and diluted earnings per common share is included in Note 13.

Statement of Cash Flows -- Cash and cash equivalents as reported in the statements of cash flows include cash and due from banks and fed funds sold.

Trust Services -- The Company maintains funds in trust for customers. The amount of these funds and the related liability have not been recorded in the accompanying consolidated balance sheets, as they are not assets or liabilities of the Bank or Company, with the exception of any funds held on deposit with the Bank. Trust fees are recorded on an accrual basis.

Use of Estimates in the Preparation of Financial Statements -- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements -- In June 1999, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities. This statement establishes accounting and reporting standards for derivative instruments, including certain derivative instruments embedded in other contracts, (collectively referred to as derivatives) and for hedging activities. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position and measure those instruments at fair value.

This statement was adopted during the year ended December 31, 1999, with an immaterial impact on the Company's consolidated financial statements.

In September 2000, the FASB issued SFAS No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishment of Liabilities," effective for transfers of financial assets commencing April 1, 2001 and for disclosures relating to securitization transactions and collateral for fiscal years ending after December 15, 2000. The standards are based on consistent application of a financial-components approach that focuses on control. Under that approach, after a transfer of financial assets, an entity recognizes the financial and servicing assets it controls and the liabilities it has incurred, derecognizes financial assets when control has been surrendered, and derecognizes liabilities when extinguished. Management believes that the adoption of this statement will not have a material impact on the Company's consolidated financial statement.

Reclassifications -- All 1998 amounts have been restated to account for the acquisition of Orange National Bancorp ("ONB") under the pooling-of-interests method of accounting.

2. INVESTMENT SECURITIES

The amortized cost and estimated fair value of investment securities are shown below. All securities held, except FHLB stock, are publicly traded, and the estimated fair values were obtained from an independent pricing service. FHLB stock is carried at cost.

	2000			
	AMORTIZED COST	GROSS UNREALIZED HOLDING GAINS	GROSS UNREALIZED HOLDING LOSSES	FAIR VALUE
	(IN THOUSANDS)			
Investment securities available-for-sale:				
U.S. Treasury securities	$ 999	$ 11		$ 1,010
Mortgage-backed securities	336,978	2,123	$(1,568)	337,533
CMO/REMICs	391,634	2,306	(2,895)	391,045
Government agency	18,765		(54)	18,711
Municipal bonds	254,852	10,149	(375)	264,626
Other debt securities	21,299	384		21,683
CRA Investment	12,295	1,649		13,944
FHLB stock	21,522			21,522
	$1,058,344	$16,622	$(4,892)	$1,070,074

	1999			
	AMORTIZED COST	GROSS UNREALIZED HOLDING GAINS	GROSS UNREALIZED HOLDING LOSSES	FAIR VALUE
	(IN THOUSANDS)			
Investment securities available-for-sale:				
U.S. Treasury securities	$ 999		$ (8)	$ 991
Mortgage-backed securities	231,233	$ 74	(5,800)	225,507
CMO/REMICs	434,680	2	(17,952)	416,730
Government agency	35,392		(510)	34,882
Municipal bonds	165,137	472	(4,663)	160,946
Other debt securities	9,536		(43)	9,493
CRA Investment	820			820
FHLB stock	27,963			27,963
	$905,760	$548	$(28,976)	$877,332

The CMO/REMIC securities noted above represent collateralized mortgage obligations and real estate mortgage investment conduits. Approximately 73 percent of such securities are issued by U.S. government agencies that guarantee payment of principal and interest of the underlying mortgages. The remaining collateralized mortgage obligations are backed by agency-pooled collateral or whole loan collateral. All non-agency issues held are currently rated "A" or better by either Standard & Poor's or Moody's.

At December 31, 2000 and 1999, investment securities having an amortized cost of approximately $669,358,000 and $507,695,000, respectively, were pledged to secure public deposits, short-term borrowings, and for other purposes as required or permitted by law.

As discussed in Note 1, the Company adopted SFAS No. 133 during the year ended December 31, 1999. As permitted by SFAS No. 133, the Company reclassified investment securities from held-to-maturity to available-for-sale when SFAS No. 133 was adopted. The amortized cost at the date of reclassification was $71,609,000 and the fair value was $72,283,000. The unrealized gain was recorded in accumulated other comprehensive income, net of income taxes.

The amortized cost and fair value of debt securities at December 31, 2000, by contractual maturity, are shown below. Although mortgage-backed securities and CMO/REMICs have contractual maturities through 2030, expected maturities will differ from contractual maturities because borrowers may have the right to prepay such obligations without penalty.

	AVAILABLE-FOR-SALE		
	AMORTIZED COST	FAIR VALUE	WEIGHTED-AVERAGE YIELD
	(DOLLARS IN THOUSANDS)		
Due in one year or less	$ 11,431	$ 11,408	6.67%
Due after one year through five years	34,183	34,707	7.64%
Due after five years through ten years	43,094	43,775	7.79%
Due after ten years	219,502	230,084	8.53%
	308,210	319,974	8.26%
FHLB stock	21,522	21,522	
Mortgage-backed securities and CMO/REMICs	728,612	728,578	6.59%
	$1,058,344	$1,070,074	7.09%

Net realized gains on sales of investment securities available-for-sale are as follows:

	2000	1999	1998
	(IN THOUSANDS)		
Gross realized gains	$ 480	$ 60	$451
Gross realized losses	(697)	(140)	(44)

3. LOANS AND LEASE FINANCE RECEIVABLES

The following is a summary of the components of loan and lease finance receivables at December 31:

	2000	1999
	(IN THOUSANDS)	
Commercial, financial, and industrial	$ 425,130	$392,094
Real estate:		
Mortgage	401,408	375,387
Construction	58,373	48,078
Consumer	22,642	24,731
Municipal lease finance receivables	23,633	21,268
Agribusiness	123,614	94,560
	1,054,800	956,118
Allowance for credit losses (Note 5)	(19,152)	(16,761)
Deferred loan origination fees, net	(3,307)	(3,566)
	$1,032,341	$935,791

At December 31, 2000, the Bank held approximately $559,869,000 of fixed rate loans. These fixed rate loans bear interest at rates ranging from 4 to 18 percent and have contractual maturities between 1 and 21 years.

4. TRANSACTIONS INVOLVING DIRECTORS AND SHAREHOLDERS

In the ordinary course of business, the Bank has granted loans to certain directors, executive officers, and the businesses with which they are associated. All such loans and commitments to lend were made under terms that are consistent with the Bank's normal lending policies.

The following is an analysis of the activity of all such loans:

	2000	1999
	(IN THOUSANDS)	
Outstanding balance, beginning of year	$5,585	$6,458
Credit granted, including renewals	3,621	348
Repayments	(4,861)	(610)
Changes in officer/director loans due to merger		(611)
Outstanding balance, end of year	$4,345	$5,585

5. ALLOWANCE FOR CREDIT AND OTHER REAL ESTATE OWNED LOSSES

Activity in the allowance for credit losses was as follows:

	2000	1999	1998
	(IN THOUSANDS)		
Balance, beginning of year	$16,761	$14,888	$13,103
Provision charged to operations	2,800	2,700	2,600
Loans charged off	(774)	(1,023)	(1,141)
Recoveries on loans previously charged off	365	196	326
Balance, end of year	$19,152	$16,761	$14,888

The Bank measures an impaired loan by using the present value of the expected future cash flows discounted at the loan's effective interest rate or the fair value of the collateral if the loan is collateral dependent. If the calculated measurement of an impaired loan is less than the recorded investment in the loan, a portion of the Bank's general reserve is allocated as an impairment reserve.

At December 31, 2000 and 1999, the Bank had classified as impaired, loan amounts totaling $15,170,000 and $3,240,000, respectively. All of these loans require specific reserves, and accordingly, the Bank has recorded specific reserves of $9,191,000 and $405,000 on such loans, respectively. Included in impaired loans for 2000 is one loan in the amount of $8,376,000, which is secured by real estate having a loan to collateral ratio of 70% and a specific reserve of $5,629,000. The average recorded investment in impaired loans during the years ended December 31, 2000, 1999, and 1998 was approximately $5,944,000, $7,161,000, and $8,800,000, respectively. Interest income of $1,456,000, $459,000, and $986,000 was recognized on impaired loans during the years ended December 31, 2000, 1999, and 1998, respectively.

The accrual of interest on impaired loans is discontinued when the loan becomes 90 days past due, or when the full collection of principal and interest is in doubt. When an asset is placed on nonaccrual status, previously accrued but unpaid interest is reversed against income. Subsequent collections of cash may be applied as reductions to the principal balance, or recorded as income, depending on management's assessment of the ultimate collectibility of the asset. Nonaccrual assets may be restored to accrual status when principal and interest become current and full payment of principal and interest is expected.

At December 31, 2000 and 1999, loans on nonaccrual status totaled $966,000 and $1,191,000, all of which are included in the impaired loans discussed above.

Activity in the allowance for other real estate owned losses was as follows:

	2000	1999	1998
	(IN THOUSANDS)		
Balance, beginning of year	$114	$ 553	$ 416
Provision charged (credited) to operations	(17)	300	500
Charge-offs of other real estate owned	(46)	(739)	(363)
Balance, end of year	$ 51	$ 114	$ 553

The Company incurred additional expenses of $90,000 (2000), $347,000 (1999), and $711,000 (1998) related to the holding and disposition of other real estate owned.

6. PREMISES AND EQUIPMENT

Premises and equipment consist of:

	2000	1999
	(IN THOUSANDS)	
Land	$ 5,717	$ 5,717
Bank premises	23,522	22,156
Furniture and equipment	26,208	25,608
Leased property under capital lease	649	649
	56,096	54,130
Accumulated depreciation and amortization	(28,890)	(26,404)
	$ 27,206	$ 27,726

7. INCOME TAXES

Income tax expense comprised the following:

	2000	1999	1998
		(IN THOUSANDS)	
Current provision:			
Federal	$13,898	$13,175	$11,403
State	5,864	5,037	4,208
	19,762	18,212	15,611
Deferred (benefit) provision:			
Federal	(434)	(2,373)	(972)
State	(26)	(594)	(236)
	(460)	(2,967)	(1,208)
	$19,302	$15,245	$14,403

Income tax (asset) liability comprised the following:

	2000	1999
	(IN THOUSANDS)	
Current:		
Federal	$ 323	$ 1,659
State	(791)	777
	(468)	2,436
Deferred:		
Federal	(3,176)	(17,111)
State	(972)	(3,830)
	(4,148)	(20,941)
	$(4,616)	$(18,505)

The components of the net deferred tax asset are as follows:

	2000	1999
	(IN THOUSANDS)	
FEDERAL		
Deferred tax liabilities:		
Depreciation	$ 2,013	$ 2,428
Valuation of trust assets	454	499
Core deposit premium	21	145
Leases	78	82
Deferred income	365	84
Unrealized gain on investment securities net	4,329	
Gross deferred tax liability	7,260	3,238
Deferred tax assets:		
California franchise tax	1,402	1,162
Bad debt and credit loss deduction	6,534	5,648
Other real estate owned reserves	20	187
Deferred compensation	871	977
Self-insurance reserves	524	427
Unrealized loss on investment securities, net		10,040
Other, net	1,085	1,908
Gross deferred tax asset	10,436	20,349
Net deferred tax asset -- federal	$ 3,176	$17,111
STATE		
Deferred tax liabilities:		
Depreciation	$ 553	$ 567
Valuation of trust assets	141	154
Core deposit premium	6	45
Deferred income	390	145
Unrealized gain on investment securities net	887	
Gross deferred tax liability	1,977	911
Deferred tax assets:		
Bad debt and credit loss deduction	1,871	1,600
Other real estate owned reserves	6	58
Deferred compensation	270	303
Self-insurance reserves	163	132
Other accrued expense	574	574
Unrealized loss on investment securities, net		1,997
Other, net	65	77
Gross deferred tax asset	2,949	4,741
Net deferred tax asset -- state	$ 972	$ 3,830

CVB FINANCIAL CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
THREE YEARS ENDED DECEMBER 31, 2000

A reconciliation of the statutory income tax rate to the consolidated effective income tax rate follows:

	2000		1999		1998	
	AMOUNT (000S)	PERCENT	AMOUNT (000S)	PERCENT	AMOUNT (000S)	PERCENT
Federal income tax at statutory rate	$18,895	35.0%	$14,422	35.0%	$13,482	35.0%
State franchise taxes, net of federal benefit	3,804	7.1	2,903	7.1	2,714	7.1
Tax-exempt interest	(4,091)	(7.6)	(2,241)	(5.4)	(1,917)	(5.0)
Other, net	694	1.3	161	0.3	124	0.3
	$19,302	35.8%	$15,245	37.0%	$14,403	37.4%

8. DEPOSITS

Time certificates of deposit with balances of $100,000 or more amounted to approximately $313,288,000 and $233,607,000 at December 31, 2000 and 1999, respectively. Interest expense on such deposits amounted to approximately $14,622,000 (2000), $10,728,000 (1999), and $11,166,000 (1998).

At December 31, 2000, the scheduled maturities of time certificates of deposit are as follows (000s):

2001	$401,642
2002	5,869
2003	951
2004	519
2005 and thereafter	765
	$409,746

At December 31, 2000, the Company had a single depositor with balances of approximately $101,000,000.

9. SHORT-TERM BORROWINGS

During 2000 and 1999, the Bank entered into short-term borrowing agreements with FHLB. The Bank had outstanding balances of $410,000,000 and $280,000,000 under these agreements at December 31, 2000 and 1999, respectively, with weighted-average interest rates of 6.4 percent and 5.6 percent, respectively. In addition, on December 31, 1999, the Bank entered into an overnight agreement with the FHLB to borrow $20,000,000 at 5.5 percent annual interest. FHLB held certain investment securities of the Bank as collateral for those borrowings. On December 31, 2000 and 1999, the Bank entered into an overnight agreement with certain financial institutions to borrow an aggregate of $76,000,000 and $23,000,000 at a weighted average annual interest rate of 6.8 percent and 5.0 percent. The Bank maintained cash deposits with the financial institutions as collateral for these borrowings.

10. COMMITMENTS AND CONTINGENCIES

The Company leases land and buildings under operating leases for varying periods extending to 2014, at which time the Company can exercise options that could extend certain leases through 2027. The future minimum annual rental payments required for leases that have initial or remaining noncancelable lease terms in excess of one year as of December 31, 2000, excluding property taxes and insurance, are approximately as follows (000s):

2001	$ 2,411
2002	2,295
2003	1,924
2004	1,564
2005	1,192
Succeeding years	1,925
Total minimum payments required	$11,311

Total rental expense for the Company was approximately $2,577,000 (2000), $2,497,000 (1999), and $2,494,000 (1998).

At December 31, 2000, the Bank had commitments to extend credit of approximately $339,127,000 and obligations under letters of credit of $10,874,000. Commitments to extend credit are agreements to lend to customers, provided there is no violation of any condition established in the contract. Commitments generally have fixed expiration dates or other termination clauses and may require payment of a fee. Commitments are generally variable rate, and many of these commitments are expected to expire without being drawn upon. As such, the total commitment amounts do not necessarily represent future cash requirements. The Bank uses the same credit underwriting policies in granting or accepting such commitments or contingent obligations as it does for on-balance-sheet instruments, which consist of evaluating customers' creditworthiness individually.

Standby letters of credit written are conditional commitments issued by the Bank to guarantee the financial performance of a customer to a third party. Those guarantees are primarily issued to support private borrowing arrangements. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. When deemed necessary, the Bank holds appropriate collateral supporting those commitments. Management does not anticipate any material losses as a result of these transactions.

The Bank has available lines of credit totaling $230,000,000 from certain financial institutions.

In May 1998, the Bank received an unfavorable jury judgment as a result of the lawsuit filed against them by MRI Grand Terrace, Inc. ("MRI"). The award to MRI and its joint venture partner, Tri-National Development Corp. was approximately $4,900,000, which included approximately $2,100,000 in compensatory damages, $1,600,000 in punitive damages, and $1,200,000 in prejudgment interest. The lawsuit alleges that the Bank misled MRI in its purchase of a commercial real estate property from the Bank. The Bank subsequently made a motion to the trial judge to vacate the jury verdict, and on August 14, 1998, the motion was denied. The Bank filed an appeal on August 19, 1998. The Court of Appeal vacated the judgement and remanded the case for retrial. In addition, the Court of Appeal has awarded the Bank the costs of appeal. MRI petitioned the Supreme Court of the State of California, which refused to hear the case. The Company is awaiting a new trial on all of the issues.

In the ordinary course of business, the Company becomes involved in litigation. Based upon the Company's internal records and discussions with legal counsel, the Company records reserves for estimates of the probable outcome of all cases brought against them. During 2000 and 1999, the Company has accrued a liability for a portion of the judgment discussed above. Management believes the ultimate outcome of this case will not have a material effect on the Company's future consolidated financial position or results of operations.

11. DEFERRED COMPENSATION PLANS

As a result of the acquisition of Citizens Commercial Trust and Savings Bank of Pasadena ("CCT&SB") in 1996, the Bank assumed deferred compensation and salary continuation agreements with several former employees of CCT&SB. These agreements call for periodic payments at the retirement of such employees who have normal retirement dates through 2021. In connection with these agreements, the Bank assumed life insurance policies, which it intends to use to fund the related liability. Benefits paid to retirees amounted to approximately $452,000 (2000), $445,000 (1999), and $453,000 (1998).

The Bank also assumed a death benefit program for certain former employees of CCT&SB, under which the Bank will provide benefits to the former employees' beneficiaries: 1) in the event of death while employed by the Bank; 2) after termination of employment for total and permanent disability; 3) after retirement, if retirement occurs after age 65. Amounts are to be paid to the former employees' beneficiaries over a 10-year period in equal installments. Further, the Bank assumed life insurance policies to fund any future liability related to this program. Amounts paid for the benefit of retirees totaled approximately $221,000 for 2000, 1999, and 1998.

The Company assumed certain deferred compensation and salary continuation agreements as a result of the merger with ONB. These agreements called for periodic payments over 179 months in the event that ONB experienced a merger, acquisition, or other act wherein the employees were not retained in similar positions with the surviving company. Amounts paid under these agreements totaled approximately $420,000 and $162,000 in 2000 and 1999.

12. 401(k) AND PROFIT-SHARING PLAN

The Bank sponsors a 401(k) and profit-sharing plan for the benefit of its employees. Employees are eligible to participate in the plan after 12 months of consecutive service, provided they have completed 1,000 service hours in the plan year. Employees may make contributions to the plan under the plan's 401(k) component, and the Bank may make contributions under the plan's profit-sharing component, subject to certain limitations. The Bank's contributions are determined by the Board of Directors and amounted to approximately $1,349,000 (2000), $1,182,000 (1999), and $1,047,000 (1998).

CVB FINANCIAL CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
THREE YEARS ENDED DECEMBER 31, 2000

13. EARNINGS PER SHARE RECONCILIATION (Dollars and shares in thousands, except per share amounts)

	INCOME (NUMERATOR)	WEIGHTED-AVERAGE SHARES (DENOMINATOR)	PER SHARE AMOUNT
	DECEMBER 31, 2000		
BASIC EPS			
Income available to common stockholders........	$34,683	27,590	$ 1.26
EFFECT OF DILUTIVE SECURITIES			
Incremental shares from assumed exercise of outstanding options..........................		576	(0.03)
DILUTED EPS			
Income available to common stockholders........	$34,683	28,166	$ 1.23
	DECEMBER 31, 1999		
BASIC EPS			
Income available to common stockholders........	$25,960	26,990	$ 0.96
EFFECT OF DILUTIVE SECURITIES			
Incremental shares from assumed exercise of outstanding options..........................		1,022	(0.03)
DILUTED EPS			
Income available to common stockholders........	$25,960	28,012	$ 0.93
	DECEMBER 31, 1998		
BASIC EPS			
Income available to common stockholders........	$24,117	26,866	$ 0.90
EFFECT OF DILUTIVE SECURITIES			
Incremental shares from assumed exercise of outstanding options..........................		1,011	(0.03)
DILUTED EPS			
Income available to common stockholders........	$24,117	27,877	$ 0.87

14. STOCK OPTION PLANS

In May 2000, the Company approved a new stock option plan that authorizes the issuance of up to 2,200,000 shares of the Company's stock and expires in March 2010. The Company also has a stock option plan approved in 1991 that authorizes the issuance of up to 2,823,425 shares and expires in February 2001. Under both plans options prices are to be determined at the fair market value of such shares on the date of grant, and options exercisable in such installments as determined by the Board of Directors.

As a result of the merger with Orange National Bank, the Company maintains two compensatory incentive stock option plans in which options to purchase shares of the Company's common stock were granted. At December 31, 2000, options for the purchase of 71,775 shares were outstanding and exercisable. There are no further shares available for granting under these plans.

At December 31, 2000, options for the purchase of 1,255,156 shares of the Company's common stock were outstanding under the above plans, of which options to purchase 858,447 shares were exercisable at prices ranging from $2.26 to $19.36; 2,991,833 shares of common stock were available for the granting of future options under the plans.

The following table presents the status of all optioned shares and per share amounts after giving effect to the 10% stock dividend declared in 2000:

	SHARES	PRICE RANGE
Outstanding at January 1, 1998	1,834,855	$ 2.26 - $11.40
Granted	268,656	$11.69 - $16.69
Exercised	(315,580)	$ 2.26 - $10.42
Canceled	(27,869)	$ 5.10 - $15.54
Outstanding at December 31, 1998	1,760,062	$ 2.26 - $16.69
Granted	39,928	$13.15 - $19.36
Exercised	(339,052)	$ 2.26 - $15.54
Canceled	(1,821)	$ 5.10 - $15.54
Outstanding at December 31, 1999	1,459,117	$ 2.26 - $19.36
Granted	306,700	$12.67 - $15.34
Exercised	(497,091)	$ 2.26 - $15.54
Canceled	(13,570)	$ 5.86 - $19.36
Outstanding at December 31, 2000	1,255,156	$ 2.26 - $19.36

At December 31, 2000, 858,447 options are exercisable at a weighted average exercise price of $6.54. The remaining weighted-average contractual life of the 1,255,156 options outstanding at December 31, 2000 is 5.6 years.

The Company applies the intrinsic value method as described in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations in accounting for its plans. Accordingly, no compensation expense has been recognized for its stock-based compensation plans.

The following table presents the effects on net income and related earnings per share if compensation costs related to the stock option plans were measured using the fair value method as prescribed under SFAS No. 123, "Accounting for Stock-Based Compensation":

	2000	1999	1998
	(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)		
Reduction in net income	$1,541	$ 239	$ 356
Reduction in basic earnings per common share	$ 0.06	$0.01	$0.01
Reduction in diluted earnings per common share	$ 0.05	$0.01	$0.01

The fair value of the options granted was estimated using the Black-Scholes option-pricing model with the following assumptions:

	2000	1999	1998
Dividend yield	2.8%	2.2%	2.4%
Volatility	34.0%	32.4%	27.5%
Risk-free interest rate	5.1%	5.5%	5.0%
Expected life	7.5 years	7.0 years	6.9 years

15. REGULATORY MATTERS

The Company and the Bank are subject to various regulatory capital requirements administered by the federal banking regulatory agencies. Failure to meet minimum capital requirements can initiate certain mandatory -- and possibly additional discretionary -- actions by regulators that, if undertaken, could have a direct, material effect on the Company's financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Company and Bank must meet specific capital guidelines that involve quantitative measures of assets, liabilities, and certain off-balance-sheet items as calculated under regulatory accounting practices. The capital amounts and classification are also subject to qualitative judgment by the regulators about components, risk-weightings, and other factors.

Quantitative measures established by regulation to ensure capital adequacy require the Company and the Bank to maintain minimum amounts and ratios (set forth in the table below) of total and Tier I capital (primarily common stock and retained earnings, less goodwill) to risk-weighted assets, and of Tier I capital to average assets. Management believes that, as of December 31, 2000, the Company and the Bank meet all capital adequacy requirements to which they are subject.

As of December 31, 2000, the most recent notification from the FDIC categorized the Bank as well-capitalized under the regulatory framework for prompt corrective action. To be categorized as well-capitalized, the minimum total risk-based, Tier I risk-based, and Tier I leverage (tangible Tier I capital divided by average total assets) ratios as set forth in the table below must be maintained. There are no conditions or events since said notification that management believes have changed the institution's category.

The actual capital ratios of the Company and the Bank at December 31 are as follows:

	ACTUAL		FOR CAPITAL ADEQUACY PURPOSES:	
	AMOUNT (000S)	RATIO	AMOUNT (000S)	RATIO
As of December 31, 2000:				
Total Capital (to Risk-Weighted Assets)				
Company..................	$191,098	14.4%	$106,165	[greater than or equal to] 8.0%
Bank.....................	191,429	14.5%	105,615	[greater than or equal to] 8.0%
Tier I Capital (to Risk-Weighted Assets)				
Company..................	174,426	13.2%	52,856	[greater than] 4.0%
Bank.....................	174,774	13.2%	52,962	[greater than] 4.0%
Tier I Capital (to Average Assets) Company..........	174,426	8.5%	82,083	[greater than or equal to] 4.0%
Bank.....................	174,774	8.5%	82,247	[greater than or equal to] 4.0%
As of December 31, 1999:				
Total Capital (to Risk-Weighted Assets)				
Company..................	163,579	13.9%	94,146	[greater than or equal to] 8.0%
Bank.....................	160,160	13.6%	94,212	[greater than or equal to] 8.0%
Tier I Capital (to Risk-Weighted Assets)				
Company..................	148,710	12.6%	47,210	[greater than] 4.0%
Bank.....................	145,313	12.3%	47,256	[greater than] 4.0%
Tier I Capital (to Average Assets)				
Company..................	148,710	7.7%	77,252	[greater than or equal to] 4.0%
Bank.....................	145,313	7.6%	76,481	[greater than or equal to] 4.0%

	TO BE WELL CAPITALIZED UNDER PROMPT CORRECTIVE ACTION PROVISIONS:	
	AMOUNT (000S)	RATIO
As of December 31, 2000:		
Total Capital (to Risk-Weighted Assets)		
Company..................		N/A
Bank.....................	$132,019	[greater than or equal to] 10.0%
Tier I Capital (to Risk-Weighted Assets)		
Company..................		N/A
Bank.....................	79,443	[greater than] 6.0%
Tier I Capital (to Average Assets) Company..........		N/A
Bank.....................	102,808	[greater than or equal to] 5.0%
As of December 31, 1999:		
Total Capital (to Risk-Weighted Assets)		
Company..................		N/A

Bank.....................	117,765	[greater than or equal to] 10.0%
Tier I Capital (to Risk-Weighted Assets)		
Company..................		N/A
Bank.....................	70,884	[greater than] 6.0%
Tier I Capital (to Average Assets)		
Company..................		N/A
Bank.....................	95,601	[greater than or equal to] 5.0%

CVB FINANCIAL CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
THREE YEARS ENDED DECEMBER 31, 2000

In addition, California Banking Law limits the amount of dividends a bank can pay without obtaining prior approval from bank regulators. Under this law, the Bank could, as of December 31, 2000, declare and pay additional dividends of approximately $62,004,000.

Banking regulations require that all banks maintain a percentage of their deposits as reserves at the Federal Reserve Bank. On December 31, 2000, this reserve requirement was approximately $58,000.

16. CONDENSED FINANCIAL INFORMATION OF PARENT COMPANY

BALANCE SHEETS
(IN THOUSANDS)

	2000	1999
Assets:		
Investment in Citizens Business Bank	$188,980	$137,373
Other assets, net	7,697	11,895
Total assets	$196,677	$149,268
Liabilities	$ 8,047	$ 8,498
Stockholders' equity	188,630	140,770
Total liabilities and stockholders' equity	$196,677	$149,268

STATEMENTS OF EARNINGS
(IN THOUSANDS)

	2000	1999	1998
Equity in earnings of Citizens Business Bank	$34,963	$29,179	$24,441
Acquisition costs		(4,856)	
Other (expense) income, net	(280)	1,637	(324)
Net earnings	$34,683	$25,960	$24,117

CVB FINANCIAL CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
THREE YEARS ENDED DECEMBER 31, 2000

STATEMENTS OF CASH FLOWS
(IN THOUSANDS)

	2000	1999	1998
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net earnings	$ 34,683	$ 25,960	$ 24,117
Adjustments to reconcile net earnings to cash (used in) provided by operating activities:			
Earnings of Citizens Business Bank	(34,963)	(29,179)	(24,441)
Other operating activities, net	1,870	2,273	1,365
Total adjustments	(33,093)	(26,906)	(23,076)
Net cash provided by (used in) operating activities	1,590	(946)	1,041
CASH FLOWS FROM INVESTING ACTIVITIES:			
Dividends received from Citizens Business Bank	6,550	10,700	9,329
Net cash provided by investing activities	6,550	10,700	9,329
CASH FLOWS FROM FINANCING ACTIVITIES:			
Cash dividends on common stock	(12,390)	(9,841)	(7,892)
Proceeds from exercise of stock options	2,347	2,739	639
Stock repurchase			(1,907)
Net cash used in financing activities	(10,043)	(7,102)	(9,160)
Net (Decrease) Increase in Cash and Cash Equivalents	(1,903)	2,652	1,210
Cash and Cash Equivalents, Beginning of Year	5,597	2,945	1,735
Cash and Cash Equivalents, End of Year	$ 3,694	$ 5,597	$ 2,945

17. QUARTERLY FINANCIAL DATA (UNAUDITED)

Summarized quarterly financial data follows:

	THREE MONTHS ENDED			
	MARCH 31	JUNE 30	SEPTEMBER 30	DECEMBER 31
	(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)			
2000				
Net interest income	$23,210	$23,530	$23,550	$23,817
Provision for credit losses	900	700	700	500
Net earnings	7,856	8,447	9,138	9,242
Basic earnings per common share	0.29	0.31	0.32	0.34
Diluted earnings per common share	0.28	0.30	0.32	0.33
1999				
Net interest income	$21,399	$22,057	$22,502	$24,054
Provision for credit losses	670	520	810	700
Net earnings	6,265	7,025	7,203	5,467
Basic earnings per common share	0.23	0.26	0.27	0.20
Diluted earnings per common share	0.23	0.25	0.26	0.19

18. FAIR VALUE INFORMATION

The following disclosure of the estimated fair value of financial instruments is made in accordance with the requirements of SFAS No. 107, "Disclosures about Fair Value of Financial Instruments." The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. However, considerable judgment is required to develop the estimates of fair value. Accordingly, the estimates presented below are not necessarily indicative of the amounts the Company could have realized in a current market exchange as of December 31, 2000 and 1999. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

	2000		1999	
	CARRYING AMOUNT	ESTIMATED FAIR VALUE	CARRYING AMOUNT	ESTIMATED FAIR VALUE
	(IN THOUSANDS)		(IN THOUSANDS)	
ASSETS				
Cash and cash equivalents	$ 140,315	$ 140,315	$118,360	$118,360
Investment securities available for sale	1,070,074	1,070,074	877,332	877,332
Loans and lease finance receivables, net	1,032,341	1,036,548	935,791	934,465
Accrued interest receivable	14,625	14,625	11,454	11,454
LIABILITIES				
Deposits:				
Noninterest-bearing	$ 665,290	$ 665,290	$649,821	$649,821
Interest-bearing	929,740	929,448	851,252	851,229
Demand note to U.S. Treasury	11,234	11,234	16,951	16,951
Short-term borrowings	486,000	486,000	323,000	323,000
Accrued interest payable	6,742	6,742	5,341	5,341

The methods and assumptions used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value are explained below:

The carrying amount of cash and cash equivalents is considered to be a reasonable estimate of fair value. For investment securities, fair values are based on quoted market prices, dealer quotes, and prices obtained from an independent pricing service.

The carrying amount of loans and lease financing receivables is their contractual amounts outstanding, reduced by deferred net loan origination fees and the allocable portion of the allowance for credit losses. Variable rate loans are composed primarily of loans whose interest rates float with changes in the prime interest rate. The carrying amount of variable rate loans, other than such loans on nonaccrual status, is considered to be their estimated fair value.

The fair value of fixed rate loans, other than such loans on nonaccrual status, was estimated by discounting the remaining contractual cash flows using the estimated current rate at which similar loans would be made to borrowers with similar credit risk characteristics and for the same remaining maturities, reduced by deferred net loan origination fees and the allocable portion of the allowance for credit losses. Accordingly, in determining the estimated current rate for discounting purposes, no adjustment has been made for any change in borrowers' credit risks since the origination of such loans. Rather, the allocable portion of the allowance for credit losses is considered to provide for such changes in estimating fair value.

The fair value of loans on nonaccrual status has not been specifically estimated because it is not practicable to reasonably assess the credit risk adjustment that would be applied in the marketplace for such loans. As such, the estimated fair value of total loans at December 31, 2000 and 1999 includes the carrying amount of nonaccrual loans at each respective date.

The fair value of commitments to extend credit and standby letters of credit were not significant at either December 31, 2000 or 1999, as these instruments predominantly have adjustable terms and are of a short-term nature.

The amounts of accrued interest receivable on loans and lease finance receivables and investments are considered to be stated at fair value.

The amounts payable to depositors for demand, savings, money market accounts, the demand note to the U.S. Treasury, short-term borrowings, and the related accrued interest payable are considered to be stated at fair value. The fair value of fixed-maturity certificates of deposit is estimated using the rates currently offered for deposits of similar remaining maturities.

The fair value estimates presented herein are based on pertinent information available to management as of December 31, 2000 and 1999. Although management is not aware of any factors that would significantly affect the estimated fair value amounts, such amounts have not been comprehensively revalued for purposes of these financial statements since that date, and therefore, current estimates of fair value may differ significantly from the amounts presented above.

19. ACQUISITION

On October 4, 1999, ONB merged with and into the Company in a transaction accounted for using the pooling-of-interests method of accounting. In the merger, 3,003,007 shares of the Company's common stock were issued to holders of common stock of ONB based on an exchange ratio of 1.5 shares of CVB Financial Corp.'s common stock for each share issued and outstanding of ONB. All of the outstanding shares of common stock of ONB were canceled upon the merger. The financial information for all periods presented has been restated to present the combined consolidated financial condition and results of operations of the Company and ONB as if the merger had been in effect for all periods presented.

Merger-Related Costs -- The pooling-of-interests method of accounting requires that certain expenses incurred to effect the merger be treated as current charges against income. The Company charged to expense merger costs of approximately $3.0 million, after tax. The merger costs included accounting fees, investment banker fees, legal fees, and severance expenses. Merger related employee costs were $2,282,000. At December 31, 1999, the Company had remaining merger-related accruals included in other liabilities of $2,228,000.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
CVB Financial Corp.
Ontario, California:

We have audited the accompanying consolidated balance sheets of CVB Financial Corp. and subsidiaries as of December 31, 2000 and 1999, and the related consolidated statements of earnings, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2000. These consolidated financial statements are the responsibility of CVB Financial Corp.'s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CVB Financial Corp. and subsidiaries as of December 31, 2000 and 1999, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2000, in conformity with accounting principles generally accepted in the United States of America.

/s/ DELOITTE & TOUCHE LLP

Deloitte & Touche LLP

Los Angeles, California
February 2, 2001

INDEX TO EXHIBITS

EXHIBIT NUMBER		PAGE
10.17	1991 Stock Option Plan, as amended.(8)......................	*
10.18	2000 Stock Option Plan.(9).................................	*
10.19	Form of Option Agreement under 2000 Stock Option Plan incorporated from S-8.(9).................................	*
10.20	Lease by and between Allan G. Millew and William F. Kragness and Chino Valley Bank dated March 5, 1993 for the Fontana Office.(10)...	*
10.21	Office Lease by and between Mulberry Properties and Chino Valley Bank dated October 12, 1992.(10).....................	*
10.22	Reserved.	*
10.23	Reserved.	*
10.24	Reserved.	*
10.25	Lease by and between Bank of America and Chino Valley Bank dated October 15, 1993, for the West Arcadia Office.(11)....	*
10.26	Lease by and between RCI Loring and CVB Financial Corp. dated March 11, 1993, for the Riverside Office.(11).........	*
10.27	Lease by and between 110 Wilshire Building Partners, a California Partnership and Chino Valley Bank dated October 21, 1994 for the Fullerton Office.(12)......................	*
10.28	Reserved.	*
10.29	Severance Compensation Agreement dated March 21, 2001 with Edwin J. Pomplun.	*
10.30	Severance Compensation Agreement dated March 21, 2001 with Frank Basirico.	*
10.31	Severance Compensation Agreement dated March 21, 2001 with Jay Coleman.	*
10.32	Reserved.	*
10.33	Reserved.	*
10.34	Reserved.	*
10.35	Severance Compensation Agreement dated March 21, 2001 with Edward Biebrich.	*
10.36	Reserved.	*
10.37	CVB Financial Corp. 1999 Orange National Bancorp 1993 Continuation Stock Option Plan.(13).........................	*
10.38	CVB Financial Corp. 1999 Orange National Bancorp 1997 Continuation Stock Option Plan.(14).........................	*
12	Statement regarding computation of ratios (included in Form 10-K).	*
21	Subsidiaries of Company.	*
23	Consent of Independent Certified Public Accountants.	*

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* Not applicable.

(1) Filed as Exhibit 3.1 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1999, Commission file number 1-10394, which are incorporated herein by this reference

(2) Filed as Exhibits 3.2 and 10.2 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1991, Commission file number 1-10394, which are incorporated herein by this reference.

(3) Filed as Exhibits 10.3, 10.15 and 10.16 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1990, Commission file number 1-10394, which are incorporated herein by this reference.

(4) Filed as Exhibits 10.5, 10.6 and 10.7 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1986, Commission file number 1-10394, which are incorporated herein by this reference.

(5) Filed as Exhibits 10.8, 10.9, 10.10, 10.11 and 10.12 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1987, Commission file number 1-10394, which are incorporated herein by this reference.

(6) Filed as Exhibit 10.13 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1988, Commission file number 1-10394, which is incorporated herein by this reference.

(7) Filed as Exhibits 10.14 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1989, Commission file number 1-10394, which are incorporated herein by this reference.

(8) Filed as Exhibit 10.17 to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, Commission file number 1-10394, which is incorporated herein by this reference.

(9) Filed as Exhibit 10.18 and 10.19 respectively to Registrant's Statement on Form S-8 on July 12, 2000, Commission file number 333-41198, which is incorporated herein by this reference.

(10) Filed as Exhibit 10.20, 10.21 and to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1992, Commission file number 1-10394, which are incorporated herein by this reference.

(11) Filed as Exhibit 10.25 and 10.26 to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1993, Commission file number 1-10394, which are incorporated herein by this reference.

(12) Filed as Exhibit 10.27 to the Registrants Annual Report on Form 10-K for the fiscal year ended December 31, 1994, Commission file number 1-10394, which is incorporated herein by this reference.

(13) Filed as Exhibit 99.1 to Registrant's Registration Statement on Form S-8 on October 6, 1999, Registration No. 333-88519, which is incorporated herein by this reference.

(14) Filed as Exhibit 99.2 to Registrant's Registration Statement on Form S-8 on October 6, 1999, Registration No. 333-88519, which is incorporated herein by this reference.

EXHIBIT 10.29

SEVERANCE COMPENSATION AGREEMENT

This agreement is entered into the 21st day of March, 2001 by and between Citizens Business Bank, a California banking corporation (the "Bank"), and Edwin J. Pomplun, (the "Executive").

WHEREAS, the Bank's Board of Directors has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Bank's Senior Management Committee, including the Executive, to their assigned duties without distraction in potentially disturbing circumstances arising from the possibility of a Change in Control (as defined herein) of CVB Financial Corp. (the "Company") or directly or indirectly the Bank, a wholly owned subsidiary of the Company; and

WHEREAS, this Agreement sets forth the compensation which the Bank agrees it will pay to the Executive upon a Change in Control and termination of the Executive's employment,

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein and to induce the Executive to remain employed by the Bank and to continue to exert his/her best efforts on behalf of the Bank, the parties agree as follows:

1. Compensation Upon a Change in Control.

(a) In the event that a (i) Change in Control occurs during the employment of the Executive and (ii) (a) the Executive's employment is terminated by the Company or the Bank or any successor to the Company or the Bank other than for Cause (as defined herein) within one year of the completion of such Change in Control or (b) the Executive terminates or resigns Executive's employment for a Good Reason (as defined herein) within one year of the completion of such Change in Control, the Executive shall receive an amount equal to the Executive's annual base compensation for the last calendar year ended immediately preceding the Change in Control. Such amount shall be paid in a lump sum, less applicable employment and payroll taxes, within five days after the effective date of the termination of Executive's employment.

2. Definitions.

(a) Change in Control. For purposes of this Agreement, a "Change in Control" shall deemed to have occurred if:

(i) any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition) ownership of stock of the Company or the Bank possessing more than 50% of the total voting power of the Company's or the Bank's stock; provided, however, it is expressly acknowledged by the Executive that this provision shall not be applicable to any person who is, as of the date of this agreement, a Director of the Company or the Bank;

(ii) a majority of the members of the Company's or the Bank's Board of Directors is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's or the Bank's board prior to the date of the appointment or election;

(iii) a merger or consolidation where the holders of the Bank's or the Company's voting stock immediately prior to the effective date of such merger or consolidation own less than 50% of the voting stock of the entity surviving such merger or consolidation.

(iv) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the Bank that have a total fair market value greater than 50% of the total fair market value of all of the Bank's assets immediately before the acquisition or acquisitions; provided, however, transfer of assets which otherwise would satisfy the requirements of this subsection (iv) will not be treated as a change in the ownership of such assets if the assets are transferred to;

(A) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly by the Company or the Bank prior to the acquisition;

(B) a person, or more than one person acting as a group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company or the Bank prior to the acquisition; or

(C) an entity, at least 50% of the total value or voting power is owned, directly or indirectly by a person who owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Bank prior to the acquisition.

Not withstanding the foregoing, a Change in Control shall not be deemed to occur as a result of any transaction whose primary purpose is to change the jurisdiction of incorporation of the Company or the Bank.

(b) Cause. For purposes of this Agreement, the Bank, or any successor thereto, shall have "Cause" to terminate the Executive's employment and shall not be obligated to make any payments hereunder or otherwise in the event the Executive has: (i) committed a significant act of dishonesty, deceit or breach of fiduciary duty in the performance of Executive's duties as an employee of the Bank; (ii) grossly neglected or willfully failed in any way to perform substantially the duties of such employment; or (iii) acted or failed to act in any other way that reflects materially and adversely on the Bank. In the event of a termination of Executive's employment by the Bank for Cause, the Bank shall deliver to Executive at the time the Executive is notified of the termination of his/her employment a written statement setting forth in reasonable detail the facts and circumstances claimed by the Bank to provide a basis for the termination of the Executive's employment for Cause.

(c) Good Reason. For purposes of this Agreement, "Good Reason" means (i) the Executive's then current level of annual base salary is reduced; (ii) there is any reduction in the

employee benefit coverage provided to the Executive (including pension, profit sharing, deferred compensation, life insurance and health insurance, but not including incentive bonuses) from the coverage levels in effect immediately prior to the Change in Control, unless that company or the Bank, or any successor thereto, provide substantially equivalent employee benefits to the Executive; (iii) the Executive suffers a material diminution in Executive's title, authority, position, reporting relationship, responsibilities or offices; (iv) there is a relocation of the Executive's principal business office by more than fifty (50) miles from its existing location; or (v) the Company or the Bank fail to obtain assumption of any employment relating to Executive by any successor or assign of the Bank; provided, however, that termination by the Executive for Good Reason must be made by the Executive in good faith.

3. Term.

This Agreement shall terminate, except to the extent that any obligation of the Bank hereunder remains unpaid as of such time, upon the earliest of (i) the termination of the Executive's employment from the Bank for any reason if a Change in Control has not occurred prior to the date of such termination; (ii) the termination of Executive's employment from the Bank for Cause within 1 year after a Change in Control, (iii) 1 year after a Change in Control if Executive is still employed with the Bank or its successor or (iv) after a Change in Control of the Company or the Bank upon satisfaction of all of the Company's or the Bank's obligations hereunder.

4. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the effective date of Termination, or otherwise, by his/her engagement as a consultant or his/her conduct of any other business activities.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any employment agreement or other plan, arrangement or deferred compensation agreement, except as otherwise agreed to in writing by the Bank and the Executive.

5. Successor to the Bank.

(a) The Bank will require any successor or assign (whether direct or indirect, by purchase or otherwise) to all or substantially all of the business and/or assets of the Bank, by written agreement with the Executive, to assume and agree to perform this Agreement in full. As used in this Agreement, "Bank" shall mean the Bank as herein before defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this section 5 or which otherwise becomes bound by all the terms and provisions if this Agreement by operations of law. Notwithstanding the assumption of this Agreement by a

successor assign of the Bank, if a Change in Control (as defined in Section 2 (a) above) has occurred, the Executive shall have and be entitled from such successor to all rights under Section 1 of this Agreement.

(b) If the Executive should die while any amounts are still payable to him/her hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. This Agreement shall, therefore, insure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. Confidentiality.

The Executive shall retain in confidence any and all confidential information known to the Executive concerning the Company and the Bank and its business so long as such information is not otherwise publicly disclosed.

7. Legal Fees and Expenses.

The Bank shall pay all legal fees and expenses which the Executive may incur as a result of the Bank's contesting the validity, enforceability or the Executive's interpretation of, or determinations, under, this Agreement if the Executive prevails in any such contest or proceeding.

8. Limitation on Payments.

This agreement is made expressly subject to the provisions of law codified at 12 U.S.C. 1828 (k) and 12 C.F.R. Part 359 which regulate and prohibit certain forms of benefits to Executive. Executive acknowledges that he understands these sections of law and that the Bank's obligations to make payments hereunder are expressly relieved if such payments violate these sections of law or any successors thereto.

9. Notice.

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If the Bank: Citizens Business Bank
701 N. Haven Avenue, Suite 350
Ontario, California 91764
Attention: D. Linn Wiley, President and CEO

If to the Executive: At the address below his/her signature or such other address as either party may have been furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. Validity.

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Miscellaneous.

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Bank. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

CITIZENS BUSINESS BANK

By: /s/ D. LINN WILEY

Name: D. Linn Wiley

Title: President

EXECUTIVE: /s/ EDWIN J. POMPLUN

Address:

City and State:

EXHIBIT 10.30

SEVERANCE COMPENSATION AGREEMENT

This agreement is entered into the 21st day of March, 2001 by and between Citizens Business Bank, a California banking corporation (the "Bank"), and Frank Basirico, Jr., (the "Executive").

WHEREAS, the Bank's Board of Directors has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Bank's Senior Management Committee, including the Executive, to their assigned duties without distraction in potentially disturbing circumstances arising from the possibility of a Change in Control (as defined herein) of CVB Financial Corp. (the "Company") or directly or indirectly the Bank, a wholly owned subsidiary of the Company; and

WHEREAS, this Agreement sets forth the compensation which the Bank agrees it will pay to the Executive upon a Change in Control and termination of the Executive's employment,

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein and to induce the Executive to remain employed by the Bank and to continue to exert his/her best efforts on behalf of the Bank, the parties agree as follows:

1. Compensation Upon a Change in Control.

(a) In the event that a (i) Change in Control occurs during the employment of the Executive and (ii) (a) the Executive's employment is terminated by the Company or the Bank or any successor to the Company or the Bank other than for Cause (as defined herein) within one year of the completion of such Change in Control or (b) the Executive terminates or resigns Executive's employment for a Good Reason (as defined herein) within one year of the completion of such Change in Control, the Executive shall receive an amount equal to the Executive's annual base compensation for the last calendar year ended immediately preceding the Change in Control. Such amount shall be paid in a lump sum, less applicable employment and payroll taxes, within five days after the effective date of the termination of Executive's employment.

2. Definitions.

(a) Change in Control. For purposes of this Agreement, a "Change in Control" shall deemed to have occurred if:

(i) any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition) ownership of stock of the Company or the Bank possessing more than 50% of the total voting power of the Company's or the Bank's stock; provided, however, it is expressly acknowledged by the Executive that this provision shall not be applicable to any person who is, as of the date of this agreement, a Director of the Company or the Bank;

(ii) a majority of the members of the Company's or the Bank's Board of Directors is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's or the Bank's board prior to the date of the appointment or election;

(iii) a merger or consolidation where the holders of the Bank's or the Company's voting stock immediately prior to the effective date of such merger or consolidation own less than 50% of the voting stock of the entity surviving such merger or consolidation.

(iv) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the Bank that have a total fair market value greater than 50% of the total fair market value of all of the Bank's assets immediately before the acquisition or acquisitions; provided, however, transfer of assets which otherwise would satisfy the requirements of this subsection (iv) will not be treated as a change in the ownership of such assets if the assets are transferred to;

(A) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly by the Company or the Bank prior to the acquisition;

(B) a person, or more than one person acting as a group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company or the Bank prior to the acquisition; or

(C) an entity, at least 50% of the total value or voting power is owned, directly or indirectly by a person who owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Bank prior to the acquisition.

Not withstanding the foregoing, a Change in Control shall not be deemed to occur as a result of any transaction whose primary purpose is to change the jurisdiction of incorporation of the Company or the Bank.

(b) Cause. For purposes of this Agreement, the Bank, or any successor thereto, shall have "Cause" to terminate the Executive's employment and shall not be obligated to make any payments hereunder or otherwise in the event the Executive has: (i) committed a significant act of dishonesty, deceit or breach of fiduciary duty in the performance of Executive's duties as an employee of the Bank; (ii) grossly neglected or willfully failed in any way to perform substantially the duties of such employment; or (iii) acted or failed to act in any other way that reflects materially and adversely on the Bank. In the event of a termination of Executive's employment by the Bank for Cause, the Bank shall deliver to Executive at the time the Executive is notified of the termination of his/her employment a written statement setting forth in reasonable detail the facts and circumstances claimed by the Bank to provide a basis for the termination of the Executive's employment for Cause.

(c) Good Reason. For purposes of this Agreement, "Good Reason" means (i) the Executive's then current level of annual base salary is reduced; (ii) there is any reduction in the

employee benefit coverage provided to the Executive (including pension, profit sharing, deferred compensation, life insurance and health insurance, but not including incentive bonuses) from the coverage levels in effect immediately prior to the Change in Control, unless that company or the Bank, or any successor thereto, provide substantially equivalent employee benefits to the Executive; (iii) the Executive suffers a material diminution in Executive's title, authority, position, reporting relationship, responsibilities or offices; (iv) there is a relocation of the Executive's principal business office by more than fifty (50) miles from its existing location; or (v) the Company or the Bank fail to obtain assumption of any employment relating to Executive by any successor or assign of the Bank; provided, however, that termination by the Executive for Good Reason must be made by the Executive in good faith.

3. Term.

This Agreement shall terminate, except to the extent that any obligation of the Bank hereunder remains unpaid as of such time, upon the earliest of (i) the termination of the Executive's employment from the Bank for any reason if a Change in Control has not occurred prior to the date of such termination; (ii) the termination of Executive's employment from the Bank for Cause within 1 year after a Change in Control, (iii) 1 year after a Change in Control if Executive is still employed with the Bank or its successor or (iv) after a Change in Control of the Company or the Bank upon satisfaction of all of the Company's or the Bank's obligations hereunder.

4. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the effective date of Termination, or otherwise, by his/her engagement as a consultant or his/her conduct of any other business activities.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any employment agreement or other plan, arrangement or deferred compensation agreement, except as otherwise agreed to in writing by the Bank and the Executive.

5. Successor to the Bank.

(a) The Bank will require any successor or assign (whether direct or indirect, by purchase or otherwise) to all or substantially all of the business and/or assets of the Bank, by written agreement with the Executive, to assume and agree to perform this Agreement in full. As used in this Agreement, "Bank" shall mean the Bank as herein before defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this section 5 or which otherwise becomes bound by all the terms and provisions if this Agreement by operations of law. Notwithstanding the assumption of this Agreement by a

successor assign of the Bank, if a Change in Control (as defined in Section 2 (a) above) has occurred, the Executive shall have and be entitled from such successor to all rights under Section 1 of this Agreement.

(b) If the Executive should die while any amounts are still payable to him/her hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. This Agreement shall, therefore, insure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. Confidentiality.

The Executive shall retain in confidence any and all confidential information known to the Executive concerning the Company and the Bank and its business so long as such information is not otherwise publicly disclosed.

7. Legal Fees and Expenses.

The Bank shall pay all legal fees and expenses which the Executive may incur as a result of the Bank's contesting the validity, enforceability or the Executive's interpretation of, or determinations, under, this Agreement if the Executive prevails in any such contest or proceeding.

8. Limitation on Payments.

This agreement is made expressly subject to the provisions of law codified at 12 U.S.C. 1828 (k) and 12 C.F.R. Part 359 which regulate and prohibit certain forms of benefits to Executive. Executive acknowledges that he understands these sections of law and that the Bank's obligations to make payments hereunder are expressly relieved if such payments violate these sections of law or any successors thereto.

9. Notice.

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If the Bank: Citizens Business Bank
701 N. Haven Avenue, Suite 350
Ontario, California 91764
Attention: D. Linn Wiley, President and CEO

If to the Executive: At the address below his/her signature or such other address as either party may have been furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. Validity.

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Miscellaneous.

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Bank. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

CITIZENS BUSINESS BANK

By: /s/ D. LINN WILEY

Name: D. Linn Wiley

Title: President

EXECUTIVE: /s/ FRANK BASIRICO, JR.

Address:

City and State:

EXHIBIT 10.31

SEVERANCE COMPENSATION AGREEMENT

This agreement is entered into the 21st day of March, 2001 by and between Citizens Business Bank, a California banking corporation (the "Bank"), and Jay W. Coleman, (the "Executive").

WHEREAS, the Bank's Board of Directors has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Bank's Senior Management Committee, including the Executive, to their assigned duties without distraction in potentially disturbing circumstances arising from the possibility of a Change in Control (as defined herein) of CVB Financial Corp. (the "Company") or directly or indirectly the Bank, a wholly owned subsidiary of the Company; and

WHEREAS, this Agreement sets forth the compensation which the Bank agrees it will pay to the Executive upon a Change in Control and termination of the Executive's employment,

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein and to induce the Executive to remain employed by the Bank and to continue to exert his/her best efforts on behalf of the Bank, the parties agree as follows:

1. Compensation Upon a Change in Control.

(a) In the event that a (i) Change in Control occurs during the employment of the Executive and (ii) (a) the Executive's employment is terminated by the Company or the Bank or any successor to the Company or the Bank other than for Cause (as defined herein) within one year of the completion of such Change in Control or (b) the Executive terminates or resigns Executive's employment for a Good Reason (as defined herein) within one year of the completion of such Change in Control, the Executive shall receive an amount equal to the Executive's annual base compensation for the last calendar year ended immediately preceding the Change in Control. Such amount shall be paid in a lump sum, less applicable employment and payroll taxes, within five days after the effective date of the termination of Executive's employment.

2. Definitions.

(a) Change in Control. For purposes of this Agreement, a "Change in Control" shall deemed to have occurred if:

(i) any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition) ownership of stock of the Company or the Bank possessing more than 50% of the total voting power of the Company's or the Bank's stock; provided, however, it is expressly acknowledged by the Executive that this provision shall not be applicable to any person who is, as of the date of this agreement, a Director of the Company or the Bank;

(ii) a majority of the members of the Company's or the Bank's Board of Directors is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's or the Bank's board prior to the date of the appointment or election;

(iii) a merger or consolidation where the holders of the Bank's or the Company's voting stock immediately prior to the effective date of such merger or consolidation own less than 50% of the voting stock of the entity surviving such merger or consolidation.

(iv) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the Bank that have a total fair market value greater than 50% of the total fair market value of all of the Bank's assets immediately before the acquisition or acquisitions; provided, however, transfer of assets which otherwise would satisfy the requirements of this subsection (iv) will not be treated as a change in the ownership of such assets if the assets are transferred to;

(A) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly by the Company or the Bank prior to the acquisition;

(B) a person, or more than one person acting as a group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company or the Bank prior to the acquisition; or

(C) an entity, at least 50% of the total value or voting power is owned, directly or indirectly by a person who owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Bank prior to the acquisition.

Not withstanding the foregoing, a Change in Control shall not be deemed to occur as a result of any transaction whose primary purpose is to change the jurisdiction of incorporation of the Company or the Bank.

(b) Cause. For purposes of this Agreement, the Bank, or any successor thereto, shall have "Cause" to terminate the Executive's employment and shall not be obligated to make any payments hereunder or otherwise in the event the Executive has: (i) committed a significant act of dishonesty, deceit or breach of fiduciary duty in the performance of Executive's duties as an employee of the Bank; (ii) grossly neglected or willfully failed in any way to perform substantially the duties of such employment; or (iii) acted or failed to act in any other way that reflects materially and adversely on the Bank. In the event of a termination of Executive's employment by the Bank for Cause, the Bank shall deliver to Executive at the time the Executive is notified of the termination of his/her employment a written statement setting forth in reasonable detail the facts and circumstances claimed by the Bank to provide a basis for the termination of the Executive's employment for Cause.

(c) Good Reason. For purposes of this Agreement, "Good Reason" means (i) the Executive's then current level of annual base salary is reduced; (ii) there is any reduction in the

employee benefit coverage provided to the Executive (including pension, profit sharing, deferred compensation, life insurance and health insurance, but not including incentive bonuses) from the coverage levels in effect immediately prior to the Change in Control, unless that company or the Bank, or any successor thereto, provide substantially equivalent employee benefits to the Executive; (iii) the Executive suffers a material diminution in Executive's title, authority, position, reporting relationship, responsibilities or offices; (iv) there is a relocation of the Executive's principal business office by more than fifty (50) miles from its existing location; or (v) the Company or the Bank fail to obtain assumption of any employment relating to Executive by any successor or assign of the Bank; provided, however, that termination by the Executive for Good Reason must be made by the Executive in good faith.

3. Term.

This Agreement shall terminate, except to the extent that any obligation of the Bank hereunder remains unpaid as of such time, upon the earliest of (i) the termination of the Executive's employment from the Bank for any reason if a Change in Control has not occurred prior to the date of such termination; (ii) the termination of Executive's employment from the Bank for Cause within 1 year after a Change in Control, (iii) 1 year after a Change in Control if Executive is still employed with the Bank or its successor or (iv) after a Change in Control of the Company or the Bank upon satisfaction of all of the Company's or the Bank's obligations hereunder.

4. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the effective date of Termination, or otherwise, by his/her engagement as a consultant or his/her conduct of any other business activities.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any employment agreement or other plan, arrangement or deferred compensation agreement, except as otherwise agreed to in writing by the Bank and the Executive.

5. Successor to the Bank.

(a) The Bank will require any successor or assign (whether direct or indirect, by purchase or otherwise) to all or substantially all of the business and/or assets of the Bank, by written agreement with the Executive, to assume and agree to perform this Agreement in full. As used in this Agreement, "Bank" shall mean the Bank as herein before defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this section 5 or which otherwise becomes bound by all the terms and provisions if this Agreement by operations of law. Notwithstanding the assumption of this Agreement by a

successor assign of the Bank, if a Change in Control (as defined in Section 2 (a) above) has occurred, the Executive shall have and be entitled from such successor to all rights under Section 1 of this Agreement.

(b) If the Executive should die while any amounts are still payable to him/her hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. This Agreement shall, therefore, insure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. Confidentiality.

The Executive shall retain in confidence any and all confidential information known to the Executive concerning the Company and the Bank and its business so long as such information is not otherwise publicly disclosed.

7. Legal Fees and Expenses.

The Bank shall pay all legal fees and expenses which the Executive may incur as a result of the Bank's contesting the validity, enforceability or the Executive's interpretation of, or determinations, under, this Agreement if the Executive prevails in any such contest or proceeding.

8. Limitation on Payments.

This agreement is made expressly subject to the provisions of law codified at 12 U.S.C. 1828 (k) and 12 C.F.R. Part 359 which regulate and prohibit certain forms of benefits to Executive. Executive acknowledges that he understands these sections of law and that the Bank's obligations to make payments hereunder are expressly relieved if such payments violate these sections of law or any successors thereto.

9. Notice.

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If the Bank: Citizens Business Bank
701 N. Haven Avenue, Suite 350
Ontario, California 91764
Attention: D. Linn Wiley, President and CEO

If to the Executive: At the address below his/her signature or such other address as either party may have been furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. Validity.

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Miscellaneous.

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Bank. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

CITIZENS BUSINESS BANK

By: /s/ D. LINN WILEY

Name: D. Linn Wiley

Title: President

EXECUTIVE: /s/ JAY W. COLEMAN

Address:

City and State:

EXHIBIT 10.35

SEVERANCE COMPENSATION AGREEMENT

This agreement is entered into the 21st day of March, 2001 by and between Citizens Business Bank, a California banking corporation (the "Bank"), and Edward J. Biebrich, Jr., (the "Executive").

WHEREAS, the Bank's Board of Directors has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Bank's Senior Management Committee, including the Executive, to their assigned duties without distraction in potentially disturbing circumstances arising from the possibility of a Change in Control (as defined herein) of CVB Financial Corp. (the "Company") or directly or indirectly the Bank, a wholly owned subsidiary of the Company; and

WHEREAS, this Agreement sets forth the compensation which the Bank agrees it will pay to the Executive upon a Change in Control and termination of the Executive's employment,

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained herein and to induce the Executive to remain employed by the Bank and to continue to exert his/her best efforts on behalf of the Bank, the parties agree as follows:

1. Compensation Upon a Change in Control.

(a) In the event that a (i) Change in Control occurs during the employment of the Executive and (ii) (a) the Executive's employment is terminated by the Company or the Bank or any successor to the Company or the Bank other than for Cause (as defined herein) within one year of the completion of such Change in Control or (b) the Executive terminates or resigns Executive's employment for a Good Reason (as defined herein) within one year of the completion of such Change in Control, the Executive shall receive an amount equal to the Executive's annual base compensation for the last calendar year ended immediately preceding the Change in Control. Such amount shall be paid in a lump sum, less applicable employment and payroll taxes, within five days after the effective date of the termination of Executive's employment.

2. Definitions.

(a) Change in Control. For purposes of this Agreement, a "Change in Control" shall deemed to have occurred if:

(i) any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition) ownership of stock of the Company or the Bank possessing more than 50% of the total voting power of the Company's or the Bank's stock; provided, however, it is expressly acknowledged by the Executive that this provision shall not be applicable to any person who is, as of the date of this agreement, a Director of the Company or the Bank;

(ii) a majority of the members of the Company's or the Bank's Board of Directors is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's or the Bank's board prior to the date of the appointment or election;

(iii) a merger or consolidation where the holders of the Bank's or the Company's voting stock immediately prior to the effective date of such merger or consolidation own less than 50% of the voting stock of the entity surviving such merger or consolidation.

(iv) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the Bank that have a total fair market value greater than 50% of the total fair market value of all of the Bank's assets immediately before the acquisition or acquisitions; provided, however, transfer of assets which otherwise would satisfy the requirements of this subsection (iv) will not be treated as a change in the ownership of such assets if the assets are transferred to;

(A) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly by the Company or the Bank prior to the acquisition;

(B) a person, or more than one person acting as a group, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company or the Bank prior to the acquisition; or

(C) an entity, at least 50% of the total value or voting power is owned, directly or indirectly by a person who owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Bank prior to the acquisition.

Not withstanding the foregoing, a Change in Control shall not be deemed to occur as a result of any transaction whose primary purpose is to change the jurisdiction of incorporation of the Company or the Bank.

(b) Cause. For purposes of this Agreement, the Bank, or any successor thereto, shall have "Cause" to terminate the Executive's employment and shall not be obligated to make any payments hereunder or otherwise in the event the Executive has: (i) committed a significant act of dishonesty, deceit or breach of fiduciary duty in the performance of Executive's duties as an employee of the Bank; (ii) grossly neglected or willfully failed in any way to perform substantially the duties of such employment; or (iii) acted or failed to act in any other way that reflects materially and adversely on the Bank. In the event of a termination of Executive's employment by the Bank for Cause, the Bank shall deliver to Executive at the time the Executive is notified of the termination of his/her employment a written statement setting forth in reasonable detail the facts and circumstances claimed by the Bank to provide a basis for the termination of the Executive's employment for Cause.

(c) Good Reason. For purposes of this Agreement, "Good Reason" means (i) the Executive's then current level of annual base salary is reduced; (ii) there is any reduction in the employee benefit coverage provided to the Executive (including pension, profit sharing, deferred compensation, life insurance and health insurance, but not including incentive bonuses) from the coverage levels in effect immediately prior to the Change in Control, unless that company or the Bank, or any successor thereto, provide substantially equivalent employee benefits to the Executive; (iii) the Executive suffers a material diminution in Executive's title, authority, position, reporting relationship, responsibilities or offices; (iv) there is a relocation of the Executive's principal business office by more than fifty (50) miles from its existing location; or (v) the Company or the Bank fail to obtain assumption of any employment relating to Executive by any successor or assign of the Bank; provided, however, that termination by the Executive for Good Reason must be made by the Executive in good faith.

3. Term.

This Agreement shall terminate, except to the extent that any obligation of the Bank hereunder remains unpaid as of such time, upon the earliest of (i) the termination of the Executive's employment from the Bank for any reason if a Change in Control has not occurred prior to the date of such termination; (ii) the termination of Executive's employment from the Bank for Cause within 1 year after a Change in Control, (iii) 1 year after a Change in Control if Executive is still employed with the Bank or its successor or (iv) after a Change in Control of the Company or the Bank upon satisfaction of all of the Company's or the Bank's obligations hereunder.

4. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the effective date of Termination, or otherwise, by his/her engagement as a consultant or his/her conduct of any other business activities.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any employment agreement or other plan, arrangement or deferred compensation agreement, except as otherwise agreed to in writing by the Bank and the Executive.

5. Successor to the Bank.

(a) The Bank will require any successor or assign (whether direct or indirect, by purchase or otherwise) to all or substantially all of the business and/or assets of the Bank, by written agreement with the Executive, to assume and agree to perform this Agreement in full. As used in this Agreement, "Bank" shall mean the Bank as herein before defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this section 5 or which otherwise becomes bound by all the terms and provisions if this Agreement by operations of law. Notwithstanding the assumption of this Agreement by a successor assign of the Bank, if a Change in Control (as defined in Section 2 (a) above) has occurred, the Executive shall have and be entitled from such successor to all rights under Section 1 of this Agreement.

(b) If the Executive should die while any amounts are still payable to him/her hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate. This Agreement shall, therefore, insure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

6. Confidentiality.

The Executive shall retain in confidence any and all confidential information known to the Executive concerning the Company and the Bank and its business so long as such information is not otherwise publicly disclosed.

7. Legal Fees and Expenses.

The Bank shall pay all legal fees and expenses which the Executive may incur as a result of the Bank's contesting the validity, enforceability or the Executive's interpretation of, or determinations, under, this Agreement if the Executive prevails in any such contest or proceeding.

8. Limitation on Payments.

This agreement is made expressly subject to the provisions of law codified at 12 U.S.C. 1828 (k) and 12 C.F.R. Part 359 which regulate and prohibit certain forms of benefits to Executive. Executive acknowledges that he understands these sections of law and that the Bank's obligations to make payments hereunder are expressly relieved if such payments violate these sections of law or any successors thereto.

9. Notice.

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If the Bank: Citizens Business Bank
701 N. Haven Avenue, Suite 350
Ontario, California 91764
Attention: D. Linn Wiley, President and CEO

If to the Executive: At the address below his/her signature or such other address as either party may have been furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. Validity.

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Miscellaneous.

No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Bank. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

CITIZENS BUSINESS BANK

By: /s/ D. Linn Wiley

Name: D. Linn Wiley

Title: President

EXECUTIVE: /s/ Edward J. Biebrich, Jr.

Address:

City and State:

EXHIBIT 21

CVB FINANCIAL CORP.
SUBSIDIARIES

NAME OF SUBSIDIARY	STATE OF INCORPORATION
Citizens Business Bank	California
Community Trust Deed Services	California
Chino Valley Bancorp	California
CVB Ventures, Inc.	California
Orange National Bancorp	California

EXHIBIT 23

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in the CVB Financial Corp. 1999 Orange National Bancorp 1999 Continuation Stock Option Plan and the CVB Financial Corp. 1999 Orange National Bancorp 1993 Continuation Stock Option Plan Registration Statement No. 333-88519 on Form S-8, the 1991 Stock Option Plan Registration Statement No. 33-41318 on Form S-8, and the Key Employee Stock Grant Plan Registration Statement No. 33-50442 on Form S-8 of our report, dated February 2, 2001, on the consolidated balance sheets of CVB Financial Corp. and subsidiaries as of December 31, 2000 and 1999, and the related consolidated statements of earnings, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2000, appearing in the Annual Report on Form 10-K of CVB Financial Corp. for the year ended December 31, 2000.

/s/ DELOITTE & TOUCHE LLP
\- ----------------------------------
Deloitte & Touche LLP

March 22, 2001
Los Angeles, California