

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): April 22, 2024 (April 18, 2024)

RBB BANCORP

(Exact name of Registrant as Specified in Its Charter)

California
(State or Other Jurisdiction
of Incorporation)

001-38149
(Commission
File Number)

27-2776416
(IRS Employer
Identification No.)

1055 Wilshire Blvd., 12th floor,
Los Angeles, California
(Address of Principal Executive Offices)

90017
(Zip Code)

Registrant's Telephone Number, Including Area Code: (213) 627-9888

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, No Par Value	RBB	NASDAQ Global Select Market

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

Emerging growth company

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

Item 2.02 Results of Operations and Financial Condition.

On April 22, 2024, RBB Bancorp (the “Company”) issued a press release setting forth the financial results for the quarter ended March 31, 2024, and information relating to our quarterly conference call and webcast. A copy of this press release is attached hereto as Exhibit 99.1 and is hereby incorporated by reference.

The information furnished under Item 2.02 and Exhibit 99.1 of Item 9.01 of this Current Report on Form 8-K shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of such Section, nor shall such information be deemed incorporated by reference into any registration statement or other filings of the Company under the Securities Act of 1933, as amended (the “Securities Act”), except as shall be expressly set for by specific reference in such filing.

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

Employment Agreement

Effective as of April 22, 2024, RBB Bancorp (the “Company”) and the Company’s wholly owned subsidiary, Royal Business Bank (the “Bank”), appointed Ms. Lynn M. Hopkins, Interim Executive Vice President and Chief Financial Officer of the Company and the Bank, as the Company’s and the Bank’s permanent Executive Vice President and Chief Financial Officer.

New Employment Agreement

Effective April 22, 2024, the Company and the Bank entered into a new permanent employment agreement (the “Employment Agreement”) with Ms. Hopkins, the material terms of which are summarized below. Capitalized terms used below but not defined have the meanings set forth in the Employment Agreement. The employment agreement dated December 7, 2023 between the Company, the Bank and Ms. Hopkins has been cancelled.

Term. The Employment Agreement has a term from April 22, 2024, to April 30, 2027, with an automatic renewal for successive one-year periods unless Ms. Hopkins, or the Company or the Bank (as applicable), provides written notice of nonrenewal at least one month prior to the extension date.

Compensation. The Employment Agreement provides for a minimum base salary of \$410,000 per year, subject to periodic upward adjustment by the Board of Directors, as well as stock awards, discretionary bonus, automobile allowance, expense reimbursement, medical insurance coverage and certain incentives.

Stock Awards. The Employment Agreement provides that the Board of Directors of the Company in its sole discretion intends to grant to Executive the equivalent of \$175,000 in a Restricted Stock Unit Award (the “Award”). The Award shall vest over a five-year period with 20% vesting on the one-year anniversary of the Employment Start Date with the balance vesting equally each year thereafter, with such Award subject to the Bancorp’s 2017 Omnibus Stock Incentive Plan, as amended.

Severance. In the event Ms. Hopkins’s employment is terminated without cause and not otherwise in the event of disability or death, then Ms. Hopkins will be entitled to receive a severance payment in the amount equal to six (6) months of her then current annual salary, payable in installments on the normal payroll dates of the Bank, in full and complete satisfaction of any and all rights which Executive may enjoy hereunder other than the right, if any, to exercise any of the Awards vested prior to such termination. In the event such termination occurs other than for cause, after the occurrence of a Change of Control where Ms. Hopkins’ employment is terminated without cause or materially adversely altered (as defined in the Employment Agreement), Ms. Hopkins will be entitled to a severance payment in the amount equal to twelve (12) months of Executive’s then current annual salary, 100% of Executive’s annual target bonus in the year of any termination, and continuation of Executive’s medical and dental insurance coverage for one (1) year or until Executive has found employment, whichever occurs earlier. Ms. Hopkins cannot terminate employment for a material adverse alteration in employment status unless she has provided written notice to the Company of the existence of circumstances providing grounds for the termination for Good Reason within thirty (30) days of the initial existence or occurrence of such grounds and the Company or the Bank has at least thirty (30) days from the date on which such notice is provided to cure such circumstances. If Ms. Hopkins does not terminate employment for Good Reason within seventy-five (75) days after the first occurrence of the applicable grounds, then she will be deemed to have waived the right to terminate for Good Reason with respect to such grounds. A general release is required to receive severance under the Employment Agreement.

Parachute Payments. The Employment Agreement provides that, if any payments and benefits to Ms. Hopkins would constitute a “parachute payment” under Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”), the payments and benefits will be reduced (by the minimum possible amounts) in a manner determined by the Company that is consistent with the requirements of Section 409A of the Code, until no amount payable to Ms. Hopkins will be subject to the excise tax.

Restrictive Covenants. The Employment Agreement contains certain restrictive covenants, including restrictive covenants related to the use of the Company’s or the Bank’s Confidential Information and misappropriating the Company’s or the Bank’s Trade Secrets. In the event of termination of the Employment Agreement for any reason, Ms. Hopkins will be subject to a limited non-solicitation provision related to the non-solicitation of any officer or employee of the Company or the Bank.

The foregoing is intended only as a summary and is qualified in its entirety by the terms of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference into this Item 5.02.

Indemnity Agreement

In connection with entry into the December 7, 2023 employment agreement, Ms. Hopkins also entered into an indemnity agreement with the Company, the form of which was previously filed by the Company as Exhibit 10.12 to the Company’s Registration Statement on Form S-1 (File No. 3330-3219018), initially filed with the Securities Exchange Commission on June 28, 2017. Pursuant to the terms of the indemnity agreement, the Company is obligated to indemnify its directors and executive officers, including Ms. Hopkins, and to assume maximum liability for expenses and damages in connection with claims lodged against the Company’s directors and executive officers, including Ms. Hopkins for their line of duty decisions and action, to

the fullest extent permissible under the General Corporations Law of the State of California. This description of the indemnity agreement does not purport to be complete and is qualified in its entirety by reference to the indemnity agreement.

Item 7.01 Regulation FD Disclosure.

On April 23, 2024, RBB Bancorp will hold a conference call to discuss its financial results for the quarter ended March 31, 2024 and other matters relating to the Company. The Company has also made available on its website, www.royalbusinessbankusa.com, presentation materials containing certain historical and forward-looking information relating to the Company (the "Presentation Materials"). The Presentation Materials are furnished as Exhibit 99.2 hereto and are incorporated by reference herein. All information in Exhibit 99.2 is presented as of the particular date or dates referenced therein, and the Company does not undertake any obligation to, and disclaims any duty to, update any of the information provided.

The information furnished under Item 7.01 and Item 9.01 of this Current Report on Form 8-K (including Exhibit 99.2) shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of such Section, nor shall such information be deemed incorporated by reference into any registration statement or other filings of the Company under the Securities Act, except as otherwise expressly stated in such filing.

Item 8.01 Other Events.

On April 22, 2024, in conjunction with press release setting forth the financial results for the quarter ended March 31, 2024, the Company announced the appointment of Ms. Lynn Hopkins as the permanent Executive Vice President and Chief Financial Officer of the Company and the Bank effective April 22, 2024. A copy of this press release is attached hereto as Exhibit 99.1.

On April 18, 2024, RBB Bancorp announced that its Board of Directors declared a cash dividend of \$0.16 per share of its common stock, payable on May 13, 2024, to common shareholders of record as of May 1, 2024. A copy of the press release announcing the cash dividend described in this Item 8.01 is attached as Exhibit 99.3 hereto and incorporated by reference herein. The information contained in Exhibit 99.3 shall not be deemed "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of such Section, nor shall such information and Exhibit be deemed incorporated by reference into any registration statement or other filings of the Company under the Securities Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d)	Exhibits.
10.1	Employment Agreement, effective as of April 22, 2024, between RBB Bancorp, Royal Business Bank and Ms. Lynn M. Hopkins.
99.1	Press Release, dated April 22, 2024, announcing the financial results of RBB Bancorp for the quarter ended March 31, 2024.
99.2	Presentation Materials
99.3	Press Release, dated April 18, 2024, announcing RBB Bancorp declared a quarterly cash dividend of \$0.16 per share.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

RBB BANCORP
(Registrant)

Date: April 22, 2024

By: _____ /s/ Lynn Hopkins
Lynn Hopkins
Chief Financial Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of April 22, 2024 between ROYAL BUSINESS BANK, a California state banking corporation (the “Bank”), RBB BANCORP, (the “Bancorp”), a California corporation, (collectively referred to as the “Company”) with their principal offices at 1055 Wilshire Boulevard, 12th floor, Suite 1200, Los Angeles, California 90017 (hereinafter “Bank”), and LYNN M. HOPKINS (hereinafter “Executive”) whose principal office is at 1055 Wilshire Boulevard, 12th floor, Suite 1200, Los Angeles, California 90017. Executive may be carried on the records of the Bank as an employee and Executive’s compensation shall be paid by the Bank, subject to the Bank’s right of reimbursement from the Bancorp under other agreements to which the Executive is not a party.

A. TERM OF EMPLOYMENT

Subject to all necessary regulatory approvals, the Bank hereby employs Executive, and Executive hereby accepts employment with the Bank, for the three-year period (the “Term”) commencing on April 22, 2024 (the “Effective Date”) through April 30, 2027, subject however to prior termination as hereinafter provided. The Employment Start Date is April 22, 2024. Where used herein, “Term” shall refer to the entire period of the employment of Executive by Bank hereunder, whether for the period provided above, or whether terminated earlier as hereinafter provided, or renewed as provided in the next paragraph.

The term hereof shall be automatically renewed for successive one (1) year periods (the “Extended Term”), unless written notice is given and received not less than three (3) months prior to the end of the Initial Term of the intention of either party not to renew the same. The term for which Executive is employed hereunder (which includes the Initial Term and, if renewed, the Extended Term) is hereinafter referred to as the “Term.”

B. DUTIES OF EXECUTIVE

1. Duties. Executive’s duties under this Employment Agreement include all ordinary and reasonable duties customarily performed by the full-time Executive Vice President and Chief Financial Officer of the Bancorp and the Bank, subject to the powers by law vested in the Board of Directors of the Bank and in the Bank’s shareholders. Executive shall also be an officer of the Bancorp, the Bank, RBB Asset Management Company and First American International Capital Corporation. As such, Executive shall oversee all operational aspects of the business and activities of the Bancorp and the Bank. Executive shall render her services to the Bancorp and the Bank, and Executive shall exercise such corporate responsibilities as Executive may be directed by the Chief Executive Officer. Executive’s position is a full-time exempt position, and Executive will be expected to work a minimum of 40 hours per week, Monday through Friday, as set by the Chief Executive Officer, which may need to be modified from time to time to meet business needs, and Executive may be required to work additional hours beyond a standard 40 hour work week to fulfill Executive’s job duties. Executive shall also be required to travel from time to time in connection with performing Executive’s job duties. Executive may work in alternative offices or from home on a specified schedule as agreed upon by the Chief Executive Officer. Executive is required to attend weekly management meetings and monthly Board of Director meetings in person. The majority of the finance and accounting staff of the Company is located in the Buena Park Office with some staff working in the downtown Los Angeles Office, and Executive may work out of either or both offices. Executive shall perform her duties faithfully, diligently and to the best of her ability, consistent with the highest and best standards of the banking industry and in compliance with applicable laws and the Bancorp’s and the Bank’s Articles of Incorporation and Bylaws.

2. Conflicts of Interest. Executive expressly agrees as a condition to the performance by the Bancorp and the Bank of their obligations herein that during the term of this Agreement and of any renewals hereof, she will not, directly or indirectly, render any services of an advisory nature or otherwise to or become employed by or participate or engage in any business competitive with any businesses of the Bank, without the prior written consent of the Bank, however, that nothing herein shall prohibit Executive from owning stock or other securities of a competitor which are relatively insubstantial to the total outstanding stock of such competitor, and so long as she in fact does not have the power to control or direct the management or policies of such competitor and does not serve as a director or officer of, and is not otherwise associated with, any competitor except as consented to by the Bank. Nothing contained herein shall preclude substantially passive investments by Executive during the Term that may require nominal amounts of her time, energies and interest.

3. Performance. Except as provided in paragraph G.2. herein, Executive after the Effective Date shall devote substantially her full energies, interests, abilities and productive time to the business of the Bancorp and the Bank. Executive shall at all times loyally and conscientiously perform all of these duties and obligations hereunder and shall at all times strictly adhere to and obey, and instruct and require all that work under and with her strictly to adhere and obey, all applicable federal and state laws, statutes, rules and regulations to the end that the Bancorp and the Bank shall at all times be in full compliance with such laws, statutes, rules and regulations.

C. COMPENSATION

1. Salary. In consideration of the performance by Executive of all of her obligations under this Agreement, the Bank agrees to pay Executive during the Term hereof a base salary of \$34,167 per month (approximately \$410,000 per year on an annualized basis) from the date of commencement of this Agreement for each year of the Term. The Compensation Committee may elect to adjust upward the base annual salary and other compensation of Executive from time to time, at its sole discretion. The Executive's salary shall be reviewed at least annually by the Board of Directors which may, but shall not be required to, increase the salary during the Employment Term. Executive acknowledges that wages are paid by the Bank semi-monthly in accordance with the Bank's normal payroll procedures, on the 15th and last day of the month. Executive acknowledges that she is not eligible for overtime compensation.

2. Bonuses. During the term of this Agreement, Executive may receive such bonuses, if any, as the Compensation Committee in its sole discretion shall determine. The Company offers a bonus opportunity for all executive officers. Annual bonus compensation for executive officers is subject to the terms and conditions of the annual bonus plan to be determined by the Company in its sole and absolute discretion. Executive shall be eligible for a bonus in 2024 and as a permanent employee.

3. Stock Awards. The Board of Directors of the Bancorp in its sole discretion intends to grant to Executive the equivalent of \$175,000 in a Restricted Stock Unit Award (the "Award"). The Award shall vest over a five-year period with 20% vesting on the one-year anniversary of the Employment Start Date with the balance vesting equally each year thereafter, with such Award subject to the Bancorp's 2017 Omnibus Stock Incentive Plan, as amended. If Executive is terminated for any reason, the Awards will no longer continue to vest, and Executive shall retain the Awards already previously vested. The remaining terms and conditions of the Awards shall be governed by the Bancorp's Omnibus Stock Incentive Plan and Executive's Stock Award Agreement.

4. Claw-back Provisions. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and claw-back as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement).

5. Incentives. Bonus incentives may be paid for work on acquisitions, new product segments, or other projects. Any project-based incentives described in the Employment Agreement dated December 7, 2023 that have been earned but have not been distributed to Executive by the commencement of this Employment Agreement will be distributed to Executive. In the discretion of the Chief Executive Officer, and subject to the approval of the Compensation Committee, the Bank may pay Executive the annual bonus described in Paragraph C.2 above less any project-based incentives Executive shall have already earned or received. Executive shall also be eligible to further participate in the Company's other incentive plans for executive officers for 2024. Such bonus incentives are subject to applicable payroll taxes and withholdings.

6. Holidays. The Bank closes for holidays observed by the Federal Reserve and the State of California but is subject to change based on workload and business need. Holiday pay is paid at your base rate of pay at the time of the holiday.

D. EMPLOYEE BENEFITS

1. Vacation. Executive shall be entitled to a vacation each year during the Term, which vacation shall be four (4) weeks (20 days), subject to pre-approval by the President and Chief Executive Officer, and subject to the Bank's vacation pay policy, subject to the vacation accrual cap, which provides that vacation hours may be accrued up to an annual accrual. The accrual of Executive's vacation will commence on January 1, 2024. Executive further agrees that she will not take the entire four (4) weeks of vacation consecutively, and that she will not take any vacation at times which would be detrimental to the interests of the Bank. Vacation days must be approved in advance by the Chief Executive Officer. Any vacation time not used shall accumulate up to a certain annual accrual cap, and Executive and the Bank shall conform to the Bank's Human Resources policy then in effect concerning vacations.

2. Travel Expense. During the Term hereunder, the Bank shall provide Executive with an automobile allowance of \$1,500 per month, less payroll taxes and withholdings, payable on a semi-monthly basis. During the Term hereunder, the Board of Directors would be willing to reanalyze the monthly allowance if Executive's actual and reasonable costs are significantly in excess of the monthly allowance.

3. Group Medical and Life Insurance Benefits. The Bank will provide Executive and Executive's immediate family, and pay for, participation in medical, dental, vision, accident and health benefits as provided to other officers and employees of the Bank, an annual physical examination, and appropriate life and disability insurance, as long as Executive is insurable at a normal premium payment. The Bank's liability to Executive for any breach of this paragraph shall be limited to the amount of premiums payable by the Bank to obtain the coverage contemplated herein.

4. Salary Continuation Plan and Other Plans. During the Term, Executive shall be eligible to participate in any pension or profit-sharing plan, deferred compensation plan, salary continuation plan, stock purchase plan, or similar benefit or retirement program of the Bank as approved by the Board of Directors now or hereafter existing, to the extent that she is eligible under the provisions thereof and commensurate with her position in relationship to other participants.

5. Sick Leave. Executive is eligible for paid sick leave, and Executive may accrue up to 80 hours of paid sick leave annually. Sick leave must be used in accordance with the Bank's paid sick leave policy.

E. REIMBURSEMENT FOR BUSINESS EXPENSES

Executive shall be entitled to reimbursement by the Bank for any ordinary and necessary business expenses incurred by Executive in the performance of Executive's duties and in acting for the Bank during the Term, which type of expenditures shall be determined by the Board of Directors, provided that:

(a) Each such expenditure is of a nature qualifying it as a proper deduction on the federal and state income tax returns of the Bank as a business expense and not as deductible compensation to Executive; and

(b) Executive furnishes to the Bank adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures as deductible business expenses of the Bank and not as deductible compensation to Executive.

Upon timely presentation to the Bank of necessary and proper documentation in accordance with the Regulations of the Internal Revenue Service, the Bank will reimburse Executive for any necessary, usual, customary and reasonable business expenses incurred by Executive in connection with her position or for the Bank's benefit, including the costs of cellular phone service related to the Bank's business.

Any expenses of Executive for her activities in industry association groups, or other business, industry, civic, or charitable organizations, that are not reimbursed by those organizations, will be reimbursed by the Bank to Executive upon presentation of proper documentation.

F. TERMINATION

Notwithstanding any and all other provisions of this Agreement to the contrary, Executive's employment hereunder may be terminated:

1. Without Cause. In the sole and absolute discretion of the Board of Directors for any cause whatsoever; provided, however, that if such termination occurs during the Term and is for any cause other than any more particularly described in Sections F.2. or F.3. hereof, Executive shall receive severance payment in an amount equal to six (6) months of her then current annual salary, payable in installments on the normal payroll dates of the Bank, in full and complete satisfaction of any and all rights which Executive may enjoy hereunder other than the right, if any, to exercise any of the Awards vested prior to such termination. In order to qualify for the severance benefit, Executive must execute a general release in favor of the Bank and its officers, directors, employees, shareholders, attorneys, agents and all other related parties.

2. Disability or Death. Upon Executive's physical or mental disability to continue her duties hereunder as the Chief Financial Officer of the Bank; provided, however, that if such termination occurs as a result of such disability, Executive shall receive severance payment in an amount equal to three (3) months of the annual base salary in effect hereunder at the date of such termination in full and complete satisfaction of any and all rights which Executive might enjoy hereunder other than the right, if any, to exercise any of the Awards vested prior to such termination, less any payments received from any Bank provided benefit, including worker's compensation, FICA or disability insurance. For purposes of this Agreement, physical or mental disability shall be defined as Executive being unable to fully perform under this Agreement for a continuous period of 90 days, and reasonably accommodate for that disability as required by the Americans with Disability Act of 1990.

Upon Executive's death; provided, however, Executive's estate shall receive the payment in an amount equal to three (3) months of the annual base salary in effect hereunder at the date of such termination in full and complete satisfaction of any and all rights which Executive might enjoy hereunder other than the right, if any, to exercise any of the Awards vested prior to such termination.

3. For Cause. The Bank may terminate immediately this Agreement without any further obligation or liability whatsoever to Executive, if:

- (a) Executive engages in misconduct or is negligent in the performance of her material duties hereunder; or
- (b) Executive is convicted of or pleads guilty or nolo contendere to any felony, or is convicted of or pleads guilty or nolo contendere to any misdemeanor involving moral turpitude; or
- (c) Bank is required to remove or replace Executive by formal order or formal or informal instruction, including a requested consent order or agreement, from the California Department of Financial Protection and Innovation (“DFPI”) or Federal Deposit Insurance Corporation (“FDIC”) or any other regulatory authority having jurisdiction; or
- (d) Executive has failed to perform or habitually neglected Executive’s duties; or
- (e) Executive has failed to follow any valid and legal written policy of the Board of Directors, any resolutions of the Board adopted at a duly called meeting or any instructions from the Board of Directors or the Chief Executive Officer; or
- (f) Due to Executive’s lack of care or negligence, the Bank receives a Section 8(a) Order from the FDIC, a Section 8(b) Order from the FDIC, or a Section 1912 or 1913 Order from the DFPI; or
- (g) Executive’s engagement in dishonesty, illegal conduct or gross misconduct; or
- (h) Executive’s willful unauthorized disclosure of Confidential Information (as defined below); or
- (i) Executive’s breach of any obligation under this Agreement or any other written agreement between the Executive and the Company; or
- (j) any failure by the Executive to comply with the Company’s written policies or rules, as they may be in effect from time to time during the Employment Term, if such failure causes material harm to the Company.

Any termination under this paragraph F.3 shall not prejudice any remedy which Bank may otherwise have at law, in equity, or under this Agreement.

4. Change of Control

(a) Except for termination for Cause (pursuant to Section F.3 hereof), disability or death (pursuant to Section F.2 hereof), after the occurrence of a Change in Control (as defined below) and in no other event, if Executive’s employment with the Bank is materially adversely altered or Executive is not retained by the Bank or the surviving bank or company, Executive shall be entitled to receive severance payment in the amount equal to twelve (12) months of Executive’s then current annual salary, 100% of Executive’s annual target bonus in the year of any termination, and continuation of Executive’s medical and dental insurance coverage for one (1) year or until Executive has found employment, whichever occurs earlier. Such payment shall terminate this Agreement and Executive’s employment with the Company and the Bank in all respects.

A material adverse alteration in employee status would mean (i) a material breach by the Bank of its obligations under this Agreement, (ii) a change in Executive's status or position or responsibilities as Chief Financial Officer of the Bank which represents a demotion from her status, title, position and responsibilities, or the assignment to her of any significant duties which are inconsistent with such status, title or position, or (iii) a reduction by the Bank in her base annual salary, or (iv) requiring her to be based anywhere other than the greater Los Angeles area.

The Executive cannot terminate her employment for a material adverse alteration in employee status unless she has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within thirty (30) days of the initial existence or occurrence of such grounds and the Company has had at least (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate her employment for Good Reason within seventy-five (75) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived her right to terminate for Good Reason with respect to such grounds.

(b) A "Change in Control" shall be deemed to have occurred if the conditions set forth in any one of the following paragraphs shall have been satisfied:

(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (other than the Bank; any trustee or other fiduciary holding securities under an employee benefit plan of the Bank; any entity owned, directly or indirectly, by the stockholders of the Bank in substantially the same proportions as their ownership of the stock of the Bank) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Bank (not including in the securities beneficially owned by such Person any securities acquired directly from the Bank or its affiliates) representing 25% or more of the combined voting power of the Bank's then outstanding securities; or

(ii) the stockholders of the Bank approve a merger or consolidation of the Bank with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Bank outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Bank, at least 75% of the combined voting power of the voting securities of the Bank or such surviving entity outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Bank (or similar transaction) in which no person acquires more than 50% of the combined voting power of the Bank's then outstanding securities; or

(iii) the stockholders of the Bank approve a plan of complete liquidation of the Bank or an agreement for the sale or disposition by the Bank of all or substantially all the Bank's assets.

Notwithstanding the foregoing, a Change in Control shall not include (A) any event, circumstances or transaction that results from the action of any entity or group that includes, is affiliated with, or is wholly or partly controlled by Executive (e.g., a management-led buyout), or (B) the repurchase by the Bank or the redemption directly or indirectly, of securities of the Bank representing 50% or more of the combined voting power of the Bank's then outstanding securities.

The Executive cannot terminate her employment for a material adverse alteration in employee status unless she has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within thirty (30) days of the initial existence or occurrence of such grounds and the Company has had at least (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate her employment for Good Reason within seventy-five (75) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived her right to terminate for Good Reason with respect to such grounds.

5. Release. As a condition to Executive receiving any payments pursuant to Sections F.1, F.2, and F.4 hereof, Executive will execute and deliver a general release to the Bancorp and the Bank, releasing the Bancorp, the Bank, its employees, officers, directors, stockholders and agents, and each person who controls any of them within the meaning of Section 15 of the Securities Act of 1933, as amended, from any and all claims (other than claims with respect to payments pursuant to such Sections) from the beginning of time to the date of termination.

6. Supervisory Matters.

(a) If the Executive is suspended and/or temporarily prohibited from participating in the conduct of the Bank's or the Bancorp's affairs by notice served under Section 8(e)(3) or 8(g)(1) of the Federal Deposit Insurance Act (12 U.S.C. Section 1818(e)(3) and (g)(1)), the obligations of the Company under this Agreement shall be suspended as of the date of service, unless stayed by appropriate proceedings. If the charges in the notice are dismissed, the Company may, in its discretion: (i) pay the Executive all or part of the compensation withheld while its obligations under this Agreement were suspended; and (ii) reinstate (in whole or in part) any of its obligations which were suspended. If the Executive is removed and/or permanently prohibited from participating in the conduct of the Bank's or the Bancorp's affairs by an order issued under Section 8(e) (3) or 8(g)(1) of the Federal Deposit Insurance Act (12 U.S.C. Section 1818(e)(3) or (g)(1)), all obligations of the Company under this Agreement shall terminate as of the effective date of the order, but vested rights of the parties shall not be affected. If the Company is in default (as defined in Section 3(x)(1) of the Federal Deposit Insurance Act (12 U.S.C. Section 1813(x)(1)), all obligations under this Agreement shall terminate as of the date of default, but vested rights of the parties shall not be affected. All obligations under this Agreement shall be terminated, except to the extent that it is determined that continuation of the Agreement is necessary for the continued operation of the Company; (i) by the Federal Deposit Insurance Corporation at the time that the Federal Deposit Insurance Corporation enters into an agreement to provide assistance to or on behalf of the Bank under the authority contained in Section 11 of the Federal Deposit Insurance Act (12 U.S.C. Section 1821); or (ii) by the Federal Deposit Insurance Corporation or the Federal Reserve Board, at the time that the Federal Deposit Insurance Corporation or the Federal Reserve Board approves a supervisory merger to resolve problems related to the operation of the Bancorp or when the Company is in an unsafe or unsound condition. All rights of the parties that have already vested, however, shall not be affected by such action.

Notwithstanding anything to the contrary contained herein, the obligation to make payment of any severance benefits as provided herein (including without limitation, any payment contemplated under Section F.4), is conditioned upon (i) the Company and/or Bank obtaining any necessary approval from the Board of Governors of the Federal Reserve System and/or the Federal Deposit Insurance Corporation, and (ii) compliance with applicable law, including 12 C.F.R. Part 359. In addition, the Executive covenants and agrees that the Company and its successors and assigns shall have the right to demand the return of any "golden parachute payments" (as defined in 12 C.F.R. Part 359) in the event that any of them obtain information indicating that the Executive committed, is substantially responsible for, or has violated, the respective acts or omissions, conditions, or offenses contained in 12 C.F.R. § 359.4(a)(4), and the Executive shall promptly return any such "golden parachute payment" upon such demand.

(7) Section 280G.

(i) If any of the payments or benefits received or to be received by the Executive (including, without limitation, any payment or benefits received in connection with a Change in Control or the Executive's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the "280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section F.7, be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then such 280G Payments shall be reduced (by the minimum possible amounts) in a manner determined by the Company that is consistent with the requirements of Section 409A, until no amount payable to the Executive will be subject to the Excise Tax. If two economically equivalent amounts are subject to reduction but are payable at different times, the amounts shall be reduced (but not below zero) on a pro rata basis.

(ii) All calculations and determinations under this Section F.7 shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "Tax Counsel") whose determinations shall be conclusive and binding on the Company and the Executive for all purposes. For purposes of making the calculations and determinations required by this Section F.7, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and the Executive shall furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under this Section F.7. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

G. Confidential Information Defined.

(a) Definition.

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, documents, operations, services, strategies, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, trade secrets, policy manuals, records, vendor information, financial information, results, accounting records, legal information, marketing information, pricing information, credit information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, reports, internal controls, security procedures, market studies, sales information, revenue, costs, notes, communications, product plans, ideas, customer information, customer lists, of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Executive understands and agrees that Confidential Information includes information developed by her in the course of her employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that: (i) is generally available to and known by the public at the time of disclosure to the Executive; provided that, such disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf; (ii) becomes available on a non-confidential basis from a source other than a party to this Agreement or a representative of a party to this Agreement, provided that such source is not bound by a confidentiality agreement with a party or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation, (iii) is disclosed in accordance with an order of a court of competent jurisdiction or applicable law.

(b) Company Creation and Use of Confidential Information.

The Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its product offerings in the field of financial services. The Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

(c) Disclosure and Use Restrictions.

The Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized employment duties to the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized employment duties to the Company acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Executive shall promptly provide written notice of any such order to the Company's General Counsel.

The Executive understands and acknowledges that her obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to such Confidential Information (whether before or after she began employment by the Company) and shall continue during and after her employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

H. Security.

(a) Security and Access. The Executive agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including, without limitation, those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, and passwords ("Facilities Information Technology and Access Resources"); (b) not to access or use any Facilities Information Technology and Access Resources except as authorized by the Company; and (iii) not to access or use any Facilities Information Technology and Access Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive agrees to notify the Company promptly in the event she learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities Information Technology and Access Resources or other Company property or materials by others.

(b) Exit Obligations. Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, manuals, reports, files, books, compilations, e-mail messages, recordings, disks, thumb drives or other removable information storage devices, hard drives, data and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company or any of its business associates or created by the Executive in connection with her employment by the Company; and (ii) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Executive's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Executive's possession or control.

I. Publicity. The Executive hereby irrevocably consents to any and all uses and displays, by the Company and its agents, representatives and licensees, of the Executive's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of her employment by the Company, for all legitimate commercial and business purposes of the Company ("Permitted Uses") without further consent from or royalty, payment or other compensation to the Executive. The Executive hereby forever waives and releases the Company and its directors, officers, employees and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of her employment by the Company, arising directly or indirectly from the Company's and its agents', representatives' and licensees' exercise of their rights in connection with any Permitted Uses.

J GENERAL PROVISIONS

1. Trade Secrets. During the Term, Executive will have access to and become acquainted with what Executive and the Bank acknowledge are trade secrets, to wit, knowledge or data concerning the Bank, including its operations and business, and the identity of customers of the Bank, including knowledge of their financial conditions their financial needs, as well as their methods of doing business. Executive shall not disclose any of the aforesaid trade secrets, directly or indirectly, or use them in any way, except as required in the course of Executive's employment with the Bank.

2. Covenant Not to Solicit Fellow Employees. If the Bancorp, the Bank or the Executive terminates this Agreement for any reason, Executive agrees that for the period provided for severance payments in accordance with certain terminations pursuant to Article F hereof, Executive shall not solicit the services of any officer or employee of the Bancorp or the Bank during such period.

The covenants contained in this Section J.2 shall be considered as a series of separate covenants, one for each political subdivision of California, and one for each entity or individual with respect to whom solicitation is prohibited. Except as provided in the previous sentence, each such separate covenant shall be deemed identical in terms to the covenant contained in this Section J.2. If in any judicial proceeding a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that a provision of this Section J.2 or any such separate covenant or portion thereof, is determined to exceed the time, geographic or scope limitations permitted by applicable law, then such provision shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law. Executive hereby consents, to the extent Executive may lawfully do so, to the judicial modification of this Agreement as described in this Section J.2.

In the event of a merger, where Bank is not the surviving corporation, or in the event of a consolidation, in the event of a transfer of all or substantially all of the assets of Bank, or in the event that the majority of the Bank's Board of Directors, as it exists as of the date of this Agreement, does not have control, the Executive shall be unconditionally released from all of her duties and obligations under this paragraph.

3. Indemnification. To the extent permitted by law, applicable statutes, the Bylaws or resolutions of the Bank in effect from time to time, the Bank shall indemnify Executive against liability or loss arising out of Executive's actual or asserted misfeasance or nonfeasance in the performance of Executive's duties or out of any actual or asserted wrongful act against, or by, the Bank including but not limited to judgments, fines, settlements and advancement of expenses incurred in the defense of actions, proceedings and appeals therefrom. The Bank shall endeavor to obtain Directors and Officers Liability Insurance to indemnify and insure the Bank and Executive from and against the aforesaid liabilities. The provisions of this paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees of Executive.

4. Return of Documents. Executive expressly agrees that all manuals, documents, files, reports, studies, instruments or other materials used and/or developed by Executive during the Term are solely the property of the Bank, and that Executive has no right, title or interest therein. Upon termination of this Agreement, Executive or Executive's representative shall promptly deliver possession of all of said property to the Bank in good condition.

5. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally served in writing, when deposited in the United States mail, postage prepaid, or when communicated to a public telegraph address appearing at the beginning of this Agreement. Either party may change its address by written notice in accordance with this paragraph.

6. California Law. This Agreement is to be governed by and construed under the laws of the State of California.

7. Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

8. Invalid Provisions. Should any provision of this Agreement for any reason be declared invalid, the validity and binding effect of any remaining portion shall not be affected, and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

9. Entire Agreement. This Agreement contains the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Executive by the Bank. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by the Bank and Executive.

10. Receipt of Agreement. Each of the parties hereto acknowledges that it or she has read this Agreement in its entirety and does hereby acknowledge receipt of a fully executed copy thereof. A fully executed copy shall be an original for all purposes, and is a duplicate original.

11. Resolution of Disputes; Arbitration. In the event of any dispute, claim or controversy between the Executive and the Bank (or its directors, officers, employees or agents) arising out of this Agreement or the Executive's employment with the Bank, both Parties agree to submit such dispute, claim or controversy to final and binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec. 1280 et seq. ...). The arbitration will be conducted before the American Arbitration Association ("AAA") in accordance with the AAA Employment Arbitration Rules and Mediation Procedures. These rules are available at the AAA web site at: <http://www.adr.org>. The claims governed by this arbitration provision include, but are not limited to, claims for wages and other compensation, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, wrongful demotion, tort claims, claims for fraud and misrepresentation, claims for unlawful discrimination, harassment, and/or retaliation to the extent allowed by law, and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance. The claims which are to be arbitrated under this agreement include claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act and the California Labor Code.

(a) The arbitration shall be conducted by a single arbitrator selected either by mutual agreement of the Executive and the Bank or, if they cannot agree, from an odd-numbered list of experienced employment law arbitrators provided by the AAA. Each Party shall strike one arbitrator from the list alternately until only one arbitrator remains.

(b) Each Party shall have the right to conduct reasonable discovery, as determined by the arbitrator.

(c) The arbitrator shall have all powers conferred by law and a judgment may be entered on the award by a court of law having jurisdiction. The arbitrator shall render a written arbitration award that contains the essential findings and conclusions on which the award is based. The award and judgment shall be binding and final on both Parties, subject to such review as is authorized by law.

(d) , Either Party may bring an action to confirm the arbitration award in a court of competent jurisdiction. To the maximum extent permitted by law, the decision of the arbitrator shall be final and binding on the Parties to this Agreement and shall be subject to judicial review only to the extent provided by law.

(e) The Parties shall share equally the costs of the arbitrator and the arbitration forum unless a different fee payment arrangement is otherwise required by applicable law to preserve the enforceability of this arbitration provision. Employer will pay the costs of the arbitrator and the arbitration forum to the extent required by applicable law to preserve the enforceability of this arbitration provision.

(f) In the event litigation, mediation, or arbitration is commenced to enforce or construe any of the provisions of this Agreement, to recover damages for breach of any of the provisions of this Agreement, or to obtain declaratory relief in connection with any of the provisions of this Agreement, the prevailing Party shall, to the extent permitted by law without impairing the enforceability of the arbitration provision hereinabove, be entitled to recover reasonable attorneys' fees and costs. In the event this Agreement is asserted, in any litigation, mediation, or arbitration, as a defense to any liability, claims, demands, actions, causes of action, or rights herein released or discharged, the prevailing Party on the issue of that defense shall, to the extent permitted by law without impairing the enforceability of the arbitration provision hereinabove, be entitled to recover reasonable attorneys' fees and costs.

(g) The Executive and the Bank understand that by signing this Agreement, they give up their right to a civil trial in a court of law and their right to a trial by jury.

(h) This agreement to arbitrate does not apply to disputes or claims related to workers' compensation benefits, disputes or claims related to unemployment insurance benefits, unfair labor practice charges under the National Labor Relations Act, or disputes or claims that are expressly excluded from arbitration by statute or are expressly required to be arbitrated under a different procedure pursuant to an employee benefit plan.

(i) This agreement to arbitrate does not prevent Executive from filing a charge or complaint with the California Department of Fair Employment and Housing, or the U.S. Equal Opportunity Commission. It also does not prevent Executive from participating in any investigation or proceeding conducted by an agency. However, if one of these agencies issues a right to sue notice, binding arbitration under this agreement will be Executive's sole remedy.

(j) This agreement to arbitrate shall continue during the Employment Period and thereafter regarding any employment-related disputes.

12. Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. For purposes of determining the timing of any payments to be made under this Agreement by reference to Executive's termination of employment, "termination" and "termination of employment" shall refer to Executive's "separation from service" as defined for purposes of Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with her termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall be paid on the first payroll date to occur following the six-month anniversary of the Termination Date (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

IN WITNESS WHEREOF, the Bank has caused this Agreement to be executed by its duly authorized officer or representative and Executive has executed this Agreement to be effective as of the day and year first written above.

ROYAL BUSINESS BANK

/s/ James Kao

Dr. James Kao,
Chairman of the Board

By: /s/ Geraldine Pannu

Geraldine Pannu,
Secretary

RBB BANCORP

By: /s/ James Kao

Dr. James Kao,
Chairman of the Board

By: /s/ Geraldine Pannu

Geraldine Pannu,
Secretary

EXECUTIVE

/s/ Lynn M. Hopkins

Lynn M. Hopkins



RBB Bancorp Reports First Quarter 2024 Earnings
RBB Bancorp Announces Appointment of Lynn Hopkins as Executive Vice President and Chief Financial Officer

Los Angeles, CA, April 22, 2024 – RBB Bancorp (NASDAQ:RBB) and its subsidiaries, Royal Business Bank (the “Bank”) and RBB Asset Management Company (“RAM”), collectively referred to herein as “the Company,” announced financial results for the quarter ended March 31, 2024.

First Quarter 2024 Highlights

- Net income totaled \$8.0 million, or \$0.43 diluted earnings per share.
- Return on average assets of 0.81%, compared to 1.20% for last quarter.
- Net interest margin of 2.69%, down 4 basis points, compared to 2.73% for last quarter.
- Return on average common equity of 6.30% and return on average tangible common equity⁽¹⁾ of 7.37%, down from 9.48% and 11.12% for last quarter.
- Board authorized a stock repurchase program for up to 1 million shares of common stock.
- Repurchased 80,285 shares of common stock for \$1.5 million during the first quarter.
- Book value and tangible book value per share⁽¹⁾ increased to \$27.67 and \$23.68, up from \$27.47 and \$23.48 at the end of last quarter.

The Company reported net income of \$8.0 million, or \$0.43 diluted earnings per share, for the quarter ended March 31, 2024, compared to net income of \$12.1 million, or \$0.64 diluted earnings per share, for the quarter ended December 31, 2023. The results for the quarter ended December 31, 2023 included a Community Development Financial Institution (“CDFI”) Equitable Recovery Program (“ERP”) award of \$5.0 million on a pre-tax basis.

“First, I am happy to share the formal appointment of Lynn Hopkins as the Company’s Chief Financial Officer. We have sincerely appreciated her expertise since joining RBB in late 2023 with her interim title and now we look forward to her ongoing contributions as an official member of our Company’s leadership team.

Turning to our first quarter financial performance, our earnings and margins showed signs of stabilizing in the first quarter with loan balances remaining flat and our net interest margin declining just 4 basis points,” said David Morris, CEO of RBB Bancorp. “While changing expectations about the timing and size of rate cuts makes forecasting challenging, we are cautiously optimistic that margins should start to recover as deposit costs stabilize and loan yields continue to increase.”

“The team has done a good job stabilizing results during a challenging period,” said Dr. James Kao, Chairman of the Company. “The Board of Directors believes we are well-positioned to succeed and enhance shareholder value over the coming quarters.”

(1) Reconciliations of the non-U.S. generally accepted accounting principles (“GAAP”) measures included at the end of this press release.

Net Interest Income and Net Interest Margin

Net interest income was \$24.9 million for the first quarter of 2024, compared to \$25.7 million for the fourth quarter of 2023. The \$792,000 decrease in net interest income was due to higher interest expense of \$755,000 and lower interest income of \$37,000. The increase in interest expense was due to higher average rates paid on total interest-bearing liabilities, offset by lower average balances of total interest-bearing liabilities, including the impact of the Company's \$55 million redemption of subordinated notes in the prior quarter.

Net interest margin was 2.69% for the first quarter of 2024, a decrease of four basis points from 2.73% in the fourth quarter of 2023. The decrease was due to the 16 basis point increase in the overall cost of funds exceeding the 10 basis point increase in the yield on average total interest-earning assets. The yield on average total interest-earning assets increased to 5.92% for the first quarter of 2024 compared to 5.82% for the fourth quarter of 2023 due mainly to an 11 basis point increase in the yield on average total loans to 6.07% for the first quarter of 2024 compared to 5.96% for the fourth quarter of 2023. The 16 basis point increase in the overall cost of funds was due primarily to a 24 basis point increase in the average cost of total interest-bearing deposits to 4.32% in the first quarter of 2024, offset by the positive impact of the Company's \$55 million redemption of subordinated notes during the fourth quarter of 2023. The cost of total interest-bearing deposits increased due primarily to repricing deposits as a result of the higher interest rate environment and peer bank deposit competition. In addition, while average noninterest-bearing deposits decreased \$7.2 million, the ratio of average noninterest-bearing deposits to average total funding sources remained unchanged from the prior quarter at 16%.

Provision for Credit Losses

The Company recorded no provision for credit losses for the first quarter of 2024 compared to a reversal of its provision for credit losses of \$431,000 in the fourth quarter of 2023. The \$0 provision for the first quarter of 2024 took into consideration factors including: lower specific reserves, changes in the loan portfolio mix, ongoing uncertainty in the economy related to inflation and outlook on market interest rates, and credit quality metrics, including higher nonperforming loans at the end of the first quarter of 2024 compared to the end of 2023.

Noninterest Income

Noninterest income for the first quarter of 2024 was \$3.4 million, a decrease of \$4.0 million from \$7.4 million in the fourth quarter of 2023. The decrease was due primarily to the CDFI ERP award of \$5.0 million on a pre-tax basis recognized in the fourth quarter of 2023 with no similar income in the first quarter of 2024. This decrease was partially offset by gain on the transfer of loans to other real estate owned ("OREO") of \$560,000 and higher net gains on the sale of OREO of \$221,000 (both of which are included in "Gain/(loss) on OREO"). We also recognized higher gain on sale of loans of \$196,000.

Noninterest Expense

Noninterest expense for the first quarter of 2024 was \$17.0 million, an increase of \$576,000 from \$16.4 million for the fourth quarter of 2023. This increase was due primarily to higher salaries and employee benefits expenses of \$1.1 million, partially offset by lower legal and professional fees of \$411,000 and lower insurance and regulatory assessments of \$140,000. The increase in salaries and benefits is attributed to the timing of taxes and benefits, which are higher in the first quarter of the year. The annualized operating expense ratio for the first quarter of 2024 was 1.72%, up from 1.63% for the fourth quarter of 2023.

Income Taxes

The effective tax rate was 28.8% for the first quarter of 2024 and 29.4% for the fourth quarter of 2023. The effective tax rate includes the impact of lower income housing tax credits. The effective tax rate for 2024 is estimated to be 29.5%.

Balance Sheet

At March 31, 2024, total assets were \$3.9 billion, a \$148.0 million decrease compared to December 31, 2023, and a \$232.1 million decrease compared to March 31, 2023.

Loan and Securities Portfolio

Loans held for investment, net of deferred fees and discounts, totaled \$3.0 billion as of March 31, 2024, a decrease of \$4.5 million from December 31, 2023. The decrease from December 31, 2023 was primarily due to a \$24.3 million decrease in single-family residential mortgages, an \$8.7 million decrease in commercial and industrial loans, and a \$1.4 million decrease in other loans, partially offset by a \$16.6 million increase in construction and land development loans, a \$10.6 million increase in commercial real estate loans, and a \$2.6 million increase in Small Business Administration (“SBA”) loans. The loan to deposit ratio was 98.6% at March 31, 2024 compared to 94.2% at December 31, 2023 and 104.7% at March 31, 2023.

As of March 31, 2024, available-for-sale securities totaled \$335.2 million, including \$288.3 million maturing in over 12 months. As of March 31, 2024, gross unrealized losses totaled \$30.2 million, a \$2.1 million increase due to increases in market interest rates, compared to gross unrealized losses of \$28.1 million as of December 31, 2023.

Deposits

Total deposits were \$3.0 billion as of March 31, 2024, a \$146.4 million, or 4.6%, decrease compared to December 31, 2023. This decrease was due to a decrease in interest-bearing deposits as noninterest-bearing deposits remained relatively stable at \$539.5 million. The decrease in interest-bearing deposits included a decrease in time deposits of \$156.4 million, offset by an increase in non-maturity deposits of \$10.1 million. The decrease in time deposits included a \$171.9 million decrease in wholesale deposits (brokered deposits and collateralized State of California certificates of deposit). Wholesale deposits totaled \$163.0 million at March 31, 2024 and \$334.9 million at December 31, 2023.

Credit Quality

Nonperforming assets totaled \$37.0 million, or 0.95% of total assets, at March 31, 2024, compared to \$31.6 million, or 0.79% of total assets, at December 31, 2023. The \$5.4 million increase in nonperforming assets was due to loans placed on non-accrual status of \$7.7 million, consisting primarily of single-family residential mortgages, and new OREO of \$1.1 million (included in “Accrued interest and other assets”), partially offset by payoffs or paydowns of \$3.0 million of non-accrual loans, loans that migrated to accruing status of \$257,000, and non-accrual loan charge-offs of \$125,000.

Special mention loans totaled \$20.6 million, or 0.68% of total loans, at March 31, 2024, compared to \$32.8 million, or 1.08% of total loans, at December 31, 2023. The decrease was due to upgrades to pass loans of \$6.5 million, a downgrade to substandard loans of \$3.9 million, and loan paydowns of \$2.7 million, partially offset by additional special mention loans of \$674,000.

Substandard loans totaled \$57.2 million, or 1.89% of total loans, at March 31, 2024, compared to \$61.1 million, or 2.02% of total loans, at December 31, 2023. The \$3.9 million decrease was due to loan paydowns of \$11.0 million, upgrades to pass loans of \$277,000, an upgrade to special mention loans of \$200,000, and substandard loan charge-offs of \$125,000, partially offset by a downgrade from special mention loans of \$3.9 million and additional substandard loans of \$3.8 million.

30-89 day delinquent loans, excluding nonperforming loans, increased \$4.1 million to \$21.0 million as of March 31, 2024 compared to \$16.8 million as of December 31, 2023. The increase in past due loans was due to \$19.6 million in new delinquent loans, partially offset by \$7.3 million in loans that converted to non-accrual status, \$5.9 million in loans that migrated back to past due for less than 30 days, and \$2.2 million in loan payoffs or paydowns.

As of March 31, 2024, the allowance for credit losses totaled \$42.4 million and was comprised of an allowance for loan losses of \$41.7 million and a reserve for unfunded commitments of \$671,000 (included in “Accrued interest and other liabilities”). This compares to the allowance for credit losses of \$42.5 million comprised of an allowance for loan losses of \$41.9 million and a reserve for unfunded commitments of \$640,000 at December 31, 2023. The allowance for credit losses decreased \$184,000 during the first quarter of 2024 due to net charge-offs. The allowance for loan losses as a percentage of loans held for investment was 1.38% at March 31, 2024, unchanged from December 31, 2023. The allowance for loan losses as a percentage of nonperforming loans was 116% at March 31, 2024, a decrease from 133% at December 31, 2023.

(dollars in thousands)

	For the Three Months Ended March 31, 2024		
	Allowance For Loan Losses	Reserve for Unfunded Loan Commitments	Allowance For Credit Losses
Beginning balance	\$ 41,903	\$ 640	\$ 42,543
(Reversal)/provision for credit losses	(31)	31	—
Less loans charged-off	(214)	—	(214)
Recoveries on loans charged-off	30	—	30
Ending balance	<u>\$ 41,688</u>	<u>\$ 671</u>	<u>\$ 42,359</u>

Shareholders' Equity and Capital Actions

At March 31, 2024, total shareholders' equity was \$514.0 million, a \$2.7 million increase compared to December 31, 2023, and a \$19.2 million increase compared to March 31, 2023. The increase in shareholders' equity for the first quarter was due to net earnings of \$8.0 million and \$542,000 from the exercise of stock options, offset by dividends paid of \$3.0 million, share repurchases totaling \$1.5 million, and higher net unrealized losses on available-for-sale securities of \$1.5 million. As a result, book value per share increased to \$27.67 from \$27.47 and tangible book value per share⁽¹⁾ increased to \$23.68 from \$23.48.

On April 18, 2024, the Company announced the Board of Directors had declared a common stock cash dividend of \$0.16 per share, payable on May 13, 2024 to shareholders of record on May 1, 2024.

On February 29, 2024, the Board of Directors authorized the repurchase of up to 1,000,000 shares of common stock, of which 956,465 shares were available as of March 31, 2024. The repurchase program permits shares to be repurchased in open market or private transactions, through block trades, and pursuant to any trading plan that may be adopted in accordance with Securities and Exchange Commission (“SEC”) Rules 10b5-1 and 10b-8. The Company repurchased 80,285 shares at a weighted average share price of \$18.39 during the first quarter of 2024.

Appointment of Lynn Hopkins as Executive Vice President and Chief Financial Officer

The Company appointed Ms. Lynn M. Hopkins as Executive Vice President and Chief Financial Officer of the Bank and RBB Bancorp effective April 22, 2024. With over 30 years of financial services industry experience, Ms. Hopkins brings a wealth of knowledge as a chief financial officer at various financial institutions, including expertise in banking risk management, corporate governance and operations, strategic planning and forecasting, liquidity, treasury and asset liability risk management, mergers and acquisitions, integration and conversion activities, technical accounting, and additional experience that will be beneficial to the Company.

Contact:
Lynn Hopkins, Chief Financial Officer
(213) 716-8066
lhopkins@rbbusa.com

(1) Reconciliations of the non-U.S. generally accepted accounting principles (“GAAP”) measures included at the end of this press release.

Corporate Overview

RBB Bancorp is a community-based financial holding company headquartered in Los Angeles, California. As of March 31, 2024, the Company had total assets of \$3.9 billion. Its wholly-owned subsidiary, Royal Business Bank, is a full service commercial bank, which provides consumer and business banking services to predominately the Asian communities in Los Angeles County, Orange County, and Ventura County in California, in Las Vegas, Nevada, in Brooklyn, Queens, and Manhattan in New York, in Edison, New Jersey, in the Chicago neighborhoods of Chinatown and Bridgeport, Illinois, and on Oahu, Hawaii. Bank services include remote deposit, E-banking, mobile banking, commercial and investor real estate loans, business loans and lines of credit, commercial and industrial loans, SBA 7A and 504 loans, 1-4 single family residential loans, trade finance, a full range of depository account products and wealth management services. The Bank has nine branches in Los Angeles County, two branches in Ventura County, one branch in Orange County, California, one branch in Las Vegas, Nevada, three branches and one loan operation center in Brooklyn, three branches in Queens, one branch in Manhattan in New York, one branch in Edison, New Jersey, two branches in Chicago, Illinois, and one branch in Honolulu, Hawaii. The Company's administrative and lending center is located at 1055 Wilshire Blvd., Los Angeles, California 90017, and its operations center is located at 7025 Orangethorpe Ave., Buena Park, California 90621. The Company's website address is www.royalbusinessbankusa.com.

Conference Call

Management will hold a conference call at 11:00 a.m. Pacific time/2:00 p.m. Eastern time on Tuesday, April 23, 2024, to discuss the Company's first quarter 2024 financial results.

To listen to the conference call, please dial 1-888-506-0062 or 1-973-528-0011, the Participant ID code is 123643, conference ID RBBQ124. A replay of the call will be made available at 1-877-481-4010 or 1-919-882-2331, the passcode is 50324, approximately one hour after the conclusion of the call and will remain available through May 6, 2024.

The conference call will also be simultaneously webcast over the Internet; please visit our Royal Business Bank website at www.royalbusinessbankusa.com and click on the "Investors" tab to access the call from the site. This webcast will be recorded and available for replay on our website approximately two hours after the conclusion of the conference call.

Disclosure

This press release contains certain non-GAAP financial disclosures for tangible common equity and tangible assets and adjusted earnings. The Company uses certain non-GAAP financial measures to provide meaningful supplemental information regarding the Company's operational performance and to enhance investors' overall understanding of such financial performance. Please refer to the tables at the end of this release for a presentation of performance ratios in accordance with GAAP and a reconciliation of the non-GAAP financial measures to the GAAP financial measures.

Safe Harbor

Certain matters set forth herein (including the exhibits hereto) constitute forward-looking statements relating to the Company's current business plans and expectations and our future financial position and operating results. These forward-looking statements are subject to risks and uncertainties that could cause actual results, performance and/or achievements to differ materially from those projected. These risks and uncertainties include, but are not limited to, the Bank's ability to comply with the requirements of the consent order we have entered into with the Federal Deposit Insurance Corporation ("FDIC") and the California Department of Financial Protection and Innovation ("DFPI") and the possibility that we may be required to incur additional expenses or be subject to additional regulatory action, if we are unable to timely and satisfactorily comply with the consent order; the effectiveness of the Company's internal control over financial reporting and disclosure controls and procedures; the potential for additional material weaknesses in the Company's internal controls over financial reporting or other potential control deficiencies of which the Company is not currently aware or which have not been detected; business and economic conditions generally and in the financial services industry, nationally and within our current and future geographic markets, including the tight labor market, ineffective management of the United States ("U.S.") federal budget or debt or turbulence or uncertainty in domestic or foreign financial markets; the strength of the U.S. economy in general and the strength of the local economies in which we conduct operations; our ability to attract and retain deposits and access other sources of liquidity; possible additional provisions for loan losses and charge-offs; credit risks of lending activities and deterioration in asset or credit quality; extensive laws and regulations and supervision that we are subject to, including potential supervisory action by bank supervisory authorities; increased costs of compliance and other risks associated with changes in regulation, including any amendments to the Dodd-Frank Wall Street Reform and Consumer Protection Act; compliance with the Bank Secrecy Act and other money laundering statutes and regulations; potential goodwill impairment; liquidity risk; fluctuations in interest rates; risks associated with acquisitions and the expansion of our business into new markets; inflation and deflation; real estate market conditions and the value of real estate collateral; environmental liabilities; our ability to compete with larger competitors; our ability to retain key personnel; successful management of reputational risk; severe weather, natural disasters, earthquakes, fires; or other adverse external events could harm our business; geopolitical conditions, including acts or threats of terrorism, actions taken by the U.S. or other governments in response to acts or threats of terrorism and/or military conflicts, including the conflicts between Russia and Ukraine and in the Middle East, which could impact business and economic conditions in the U.S. and abroad; public health crises and pandemics, and their effects on the economic and business environments in which we operate, including our credit quality and business operations, as well as the impact on general economic and financial market conditions; general economic or business conditions in Asia, and other regions where the Bank has operations; failures, interruptions, or security breaches of our information systems; climate change, including any enhanced regulatory, compliance, credit and reputational risks and costs; cybersecurity threats and the cost of defending against them; our ability to adapt our systems to the expanding use of technology in banking; risk management processes and strategies; adverse results in legal proceedings; the impact of regulatory enforcement actions, if any; certain provisions in our charter and bylaws that may affect acquisition of the Company; changes in tax laws and regulations; the impact of governmental efforts to restructure the U.S. financial regulatory system; the impact of future or recent changes in the FDIC insurance assessment rate and the rules and regulations related to the calculation of the FDIC insurance assessments; the effect of changes in accounting policies and practices or accounting standards, as may be adopted from time-to-time by bank regulatory agencies, the SEC, the Public Company Accounting Oversight Board, the Financial Accounting Standards Board or other accounting standards setters, including Accounting Standards Update 2016-13 (Topic 326, "Measurement of Current Losses on Financial Instruments, commonly referenced as the Current Expected Credit Losses Model, which changed how we estimate credit losses and may further increase the required level of our allowance for credit losses in future periods; market disruption and volatility; fluctuations in the Company's stock price; restrictions on dividends and other distributions by laws and regulations and by our regulators and our capital structure; issuances of preferred stock; our ability to raise additional capital, if needed, and the potential resulting dilution of interests of holders of our common stock; the soundness of other financial institutions; our ongoing relations with our various federal and state regulators, including the SEC, FDIC, FRB and DFPI; our success at managing the risks involved in the foregoing items and all other factors set forth in the Company's public reports, including its Annual Report as filed under Form 10-K for the year ended December 31, 2023, and particularly the discussion of risk factors within that document. The Company does not undertake, and specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences or unanticipated events or circumstances after the date of such statements except as required by law. Any statements about future operating results, such as those concerning accretion and dilution to the Company's earnings or shareholders, are for illustrative purposes only, are not forecasts, and actual results may differ.

RBB BANCORP AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(Dollars in thousands)

	March 31, 2024	December 31, 2023	March 31, 2023
Assets			
Cash and due from banks	\$ 269,243	\$ 431,373	\$ 230,703
Interest-bearing deposits in other financial institutions	600	600	600
Investment securities available for sale	335,194	318,961	293,371
Investment securities held to maturity	5,204	5,209	5,722
Mortgage loans held for sale	3,903	1,911	—
Loans held for investment	3,027,361	3,031,861	3,342,416
Allowance for loan losses	(41,688)	(41,903)	(43,071)
Net loans held for investment	2,985,673	2,989,958	3,299,345
Premises and equipment, net	25,363	25,684	27,040
Federal Home Loan Bank (FHLB) stock	15,000	15,000	15,000
Cash surrender value of bank owned life insurance	59,101	58,719	57,645
Goodwill	71,498	71,498	71,498
Servicing assets	7,794	8,110	9,159
Core deposit intangibles	2,594	2,795	3,481
Right-of-use assets	31,231	29,803	29,931
Accrued interest and other assets	65,608	66,404	66,589
Total assets	\$ 3,878,006	\$ 4,026,025	\$ 4,110,084
Liabilities and shareholders' equity			
Deposits:			
Noninterest-bearing demand	\$ 539,517	\$ 539,621	\$ 672,177
Savings, NOW and money market accounts	642,840	632,729	617,100
Time deposits, \$250,000 and under	1,083,898	1,190,821	1,122,687
Time deposits, greater than \$250,000	762,074	811,589	739,098
Total deposits	3,028,329	3,174,760	3,151,062
FHLB advances	150,000	150,000	220,000
Long-term debt, net of issuance costs	119,243	119,147	173,730
Subordinated debentures	14,993	14,938	14,774
Lease liabilities - operating leases	32,690	31,191	31,078
Accrued interest and other liabilities	18,765	24,729	24,683
Total liabilities	3,364,020	3,514,765	3,615,327
Shareholders' equity:			
Shareholders' equity	534,896	530,700	514,563
Non-controlling interest	72	72	72
Accumulated other comprehensive loss, net of tax	(20,982)	(19,512)	(19,878)
Total shareholders' equity	513,986	511,260	494,757
Total liabilities and shareholders' equity	\$ 3,878,006	\$ 4,026,025	\$ 4,110,084

RBB BANCORP AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In thousands, except share and per share data)

	For the Three Months Ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Interest and dividend income:			
Interest and fees on loans	\$ 45,547	\$ 45,895	\$ 49,942
Interest on interest-bearing deposits	5,040	4,650	791
Interest on investment securities	3,611	3,706	2,536
Dividend income on FHLB stock	331	312	265
Interest on federal funds sold and other	266	269	217
Total interest and dividend income	<u>54,795</u>	<u>54,832</u>	<u>53,751</u>
Interest expense:			
Interest on savings deposits, NOW and money market accounts	4,478	4,026	2,296
Interest on time deposits	23,322	22,413	13,406
Interest on long-term debt and subordinated debentures	1,679	2,284	2,539
Interest on other borrowed funds	439	440	1,409
Total interest expense	<u>29,918</u>	<u>29,163</u>	<u>19,650</u>
Net interest income before provision/(reversal) for credit losses	24,877	25,669	34,101
Provision/(reversal) for credit losses	—	(431)	2,014
Net interest income after provision/(reversal) for credit losses	<u>24,877</u>	<u>26,100</u>	<u>32,087</u>
Noninterest income:			
Service charges and fees	992	972	1,023
Gain on sale of loans	312	116	29
Loan servicing fees, net of amortization	589	616	731
Increase in cash surrender value of life insurance	382	374	335
Gain/(loss) on OREO	724	(57)	—
Other income	373	5,373	244
Total noninterest income	<u>3,372</u>	<u>7,394</u>	<u>2,362</u>
Noninterest expense:			
Salaries and employee benefits	9,927	8,860	9,864
Occupancy and equipment expenses	2,443	2,387	2,398
Data processing	1,420	1,357	1,299
Legal and professional	880	1,291	3,013
Office expenses	356	349	375
Marketing and business promotion	172	241	300
Insurance and regulatory assessments	982	1,122	504
Core deposit premium	201	215	237
Other expenses	588	571	921
Total noninterest expense	<u>16,969</u>	<u>16,393</u>	<u>18,911</u>
Income before income taxes	11,280	17,101	15,538
Income tax expense	3,244	5,028	4,568
Net income	<u>\$ 8,036</u>	<u>\$ 12,073</u>	<u>\$ 10,970</u>
Net income per share			
Basic	\$ 0.43	\$ 0.64	\$ 0.58
Diluted	\$ 0.43	\$ 0.64	\$ 0.58
Cash Dividends declared per common share	\$ 0.16	\$ 0.16	\$ 0.16
Weighted-average common shares outstanding			
Basic	18,601,277	18,938,005	18,985,846
Diluted	18,666,683	18,948,087	19,049,685

RBB BANCORP AND SUBSIDIARIES
AVERAGE BALANCE SHEET AND NET INTEREST INCOME
(Unaudited)

(tax-equivalent basis, dollars in thousands)	For the Three Months Ended								
	March 31, 2024			December 31, 2023			March 31, 2023		
	Average	Interest	Yield /	Average	Interest	Yield /	Average	Interest	Yield /
	Balance	& Fees	Rate	Balance	& Fees	Rate	Balance	& Fees	Rate
Interest-earning assets									
Federal funds sold, cash equivalents & other (1)	\$ 379,979	\$ 5,637	5.97%	\$ 348,940	\$ 5,231	5.95%	\$ 110,750	\$ 1,272	4.66%
Securities									
Available for sale (2)	320,015	3,589	4.51%	329,426	3,684	4.44%	277,206	2,510	3.67%
Held to maturity (2)	5,207	46	3.55%	5,212	46	3.50%	5,727	51	3.61%
Mortgage loans held for sale	1,215	26	8.61%	1,609	29	7.15%	88	1	6.45%
Loans held for investment: (3)									
Real estate	2,837,603	41,765	5.92%	2,870,227	41,950	5.80%	3,092,667	44,903	5.89%
Commercial	179,605	3,756	8.41%	183,396	3,916	8.47%	249,911	5,038	8.18%
Total loans held for investment	3,017,208	45,521	6.07%	3,053,623	45,866	5.96%	3,342,578	49,941	6.06%
Total interest-earning assets	3,723,624	\$ 54,819	5.92%	3,738,810	\$ 54,856	5.82%	3,736,349	\$ 53,775	5.84%
Total noninterest-earning assets	246,341			253,385			239,956		
Total average assets	<u>\$3,969,965</u>			<u>\$3,992,195</u>			<u>\$3,976,305</u>		
Interest-bearing liabilities									
NOW	\$ 58,946	\$ 298	2.03%	\$ 54,378	\$ 214	1.56%	\$ 63,401	\$ 108	0.69%
Money Market	411,751	3,526	3.44%	422,582	3,252	3.05%	458,824	2,140	1.89%
Saving deposits	157,227	654	1.67%	148,354	560	1.50%	120,695	49	0.16%
Time deposits, \$250,000 and under	1,175,804	13,805	4.72%	1,162,014	13,244	4.52%	912,694	7,425	3.30%
Time deposits, greater than \$250,000	785,172	9,517	4.88%	781,833	9,169	4.65%	762,770	5,981	3.18%
Total interest-bearing deposits	2,588,900	27,800	4.32%	2,569,161	26,439	4.08%	2,318,384	15,703	2.75%
FHLB advances	150,000	439	1.18%	150,000	440	1.16%	229,778	1,409	2.49%
Long-term debt	119,180	1,295	4.37%	155,536	1,895	4.83%	173,635	2,194	5.12%
Subordinated debentures	14,957	384	10.33%	14,902	389	10.36%	14,739	344	9.47%
Total interest-bearing liabilities	2,873,037	29,918	4.19%	2,889,599	29,163	4.00%	2,736,536	19,650	2.91%
Noninterest-bearing liabilities									
Noninterest-bearing deposits	528,346			535,554			698,351		
Other noninterest-bearing liabilities	55,795			61,858			49,118		
Total noninterest-bearing liabilities	584,141			597,412			747,469		
Shareholders' equity	512,787			505,184			492,300		
Total liabilities and shareholders' equity	<u>\$3,969,965</u>			<u>\$3,992,195</u>			<u>\$3,976,305</u>		
Net interest income / interest rate spreads		<u>\$ 24,901</u>	1.73%		<u>\$ 25,693</u>	1.82%		<u>\$ 34,125</u>	2.93%
Net interest margin			<u>2.69%</u>			<u>2.73%</u>			<u>3.70%</u>
Total cost of deposits	\$ 3,117,246	\$ 27,800	3.59%	\$ 3,104,715	\$ 26,439	3.38%	\$ 3,016,735	\$ 15,703	2.11%
Total cost of funds	\$ 3,401,383	\$ 29,918	3.54%	\$ 3,425,153	\$ 29,163	3.38%	\$ 3,434,887	\$ 19,650	2.32%

- (1) Includes income and average balances for FHLB stock, term federal funds, interest-bearing time deposits and other miscellaneous interest-bearing assets.
- (2) Interest income and average rates for tax-exempt loans and securities are presented on a tax-equivalent basis.
- (3) Average loan balances include non-accrual loans and loans held for sale. Interest income on loans includes - amortization of deferred loan fees, net of deferred loan costs.

RBB BANCORP AND SUBSIDIARIES
SELECTED FINANCIAL HIGHLIGHTS
(Unaudited)

	For the Three Months Ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Per share data (common stock)			
Book value	\$ 27.67	\$ 27.47	\$ 26.05
Tangible book value (1)	\$ 23.68	\$ 23.48	\$ 22.10
Performance ratios			
Return on average assets, annualized	0.81%	1.20%	1.12%
Return on average shareholders' equity, annualized	6.30%	9.48%	9.04%
Return on average tangible common equity, annualized (1)	7.37%	11.12%	10.66%
Noninterest income to average assets, annualized	0.34%	0.73%	0.24%
Noninterest expense to average assets, annualized	1.72%	1.63%	1.93%
Yield on average earning assets	5.92%	5.82%	5.84%
Yield on average loans	6.07%	5.96%	6.06%
Cost of average total deposits (2)	3.59%	3.38%	2.11%
Cost of average interest-bearing deposits	4.32%	4.08%	2.75%
Cost of average interest-bearing liabilities	4.19%	4.00%	2.91%
Net interest spread	1.73%	1.82%	2.93%
Net interest margin	2.69%	2.73%	3.70%
Efficiency ratio (3)	60.07%	49.58%	51.86%
Common stock dividend payout ratio	37.21%	25.00%	27.59%

(1) Non-GAAP measure. See Non-GAAP reconciliations set forth at the end of this press release.

(2) Total deposits include non-interest bearing deposits and interest-bearing deposits.

(3) Ratio calculated by dividing noninterest expense by the sum of net interest income before provision for credit losses and noninterest income.

RBB BANCORP AND SUBSIDIARIES
SELECTED FINANCIAL HIGHLIGHTS
(Unaudited)
(Dollars in thousands)

	At or for the quarter ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Credit Quality Data:			
Special mention loans	\$ 20,580	\$ 32,842	\$ 89,029
Special mention loans to total loans	0.68%	1.08%	2.66%
Substandard loans	\$ 57,170	\$ 61,099	\$ 77,688
Substandard loans to total loans	1.89%	2.02%	2.32%
Loans 30-89 days past due, excluding nonperforming loans	\$ 20,950	\$ 16,803	\$ 14,288
Loans 30-89 days past due, excluding nonperforming loans, to total loans	0.69%	0.55%	0.43%
Nonperforming loans	\$ 35,935	\$ 31,619	\$ 26,436
OREO	1,071	—	577
Nonperforming assets	<u>\$ 37,006</u>	<u>\$ 31,619</u>	<u>\$ 27,013</u>
Nonperforming loans to total loans	1.19%	1.04%	0.79%
Nonperforming assets to total assets	0.95%	0.79%	0.66%
Allowance for loan losses	\$ 41,688	\$ 41,903	\$ 43,071
Allowance for loan losses to total loans	1.38%	1.38%	1.29%
Allowance for loan losses to nonperforming loans	116.01%	132.52%	162.93%
Net charge-offs	\$ 184	\$ 109	\$ 157
Net charge-offs to average loans	0.02%	0.01%	0.02%
Capital ratios (1)			
Tangible common equity to tangible assets (2)	11.56%	11.06%	10.40%
Tier 1 leverage ratio	12.16%	11.99%	11.61%
Tier 1 common capital to risk-weighted assets	19.10%	19.07%	16.33%
Tier 1 capital to risk-weighted assets	19.72%	19.69%	16.88%
Total capital to risk-weighted assets	25.91%	25.92%	24.58%

(1) March 31, 2024 capital ratios are preliminary.

(2) Non-GAAP measure. See Non-GAAP reconciliations set forth at the end of this press release.

RBB BANCORP AND SUBSIDIARIES
SELECTED FINANCIAL HIGHLIGHTS
(Unaudited)

Loan Portfolio Detail (dollars in thousands)	As of March 31, 2024		As of December 31, 2023		As of March 31, 2023	
	\$	%	\$	%	\$	%
Loans:						
Commercial and industrial	\$ 121,441	4.0%	\$ 130,096	4.3%	\$ 156,023	4.7%
SBA	54,677	1.8%	52,074	1.7%	58,531	1.7%
Construction and land development	198,070	6.5%	181,469	6.0%	281,203	8.4%
Commercial real estate (1)	1,178,498	38.9%	1,167,857	38.5%	1,288,188	38.5%
Single-family residential mortgages	1,463,497	48.4%	1,487,796	49.1%	1,539,982	46.1%
Other loans	11,178	0.4%	12,569	0.4%	18,489	0.6%
Total loans (2)	\$ 3,027,361	100.0%	\$ 3,031,861	100.0%	\$ 3,342,416	100.0%
Allowance for credit losses	(41,688)		(41,903)		(43,071)	
Total loans, net	\$ 2,985,673		\$ 2,989,958		\$ 3,299,345	

- (1) Includes non-farm and non-residential loans, multi-family residential loans and non-owner occupied single family residential loans.
(2) Net of discounts and deferred fees and costs of \$474, \$542, and \$91 as of March 31, 2024, December 31, 2023, and March 31, 2023, respectively.

Deposits (dollars in thousands)	As of March 31, 2024		As of December 31, 2023		As of March 31, 2023	
	\$	%	\$	%	\$	%
Deposits:						
Noninterest-bearing demand	\$ 539,517	17.8%	\$ 539,621	17.0%	\$ 672,177	21.3%
Savings, NOW and money market accounts	642,840	21.2%	632,729	19.9%	617,100	19.6%
Time deposits, \$250,000 and under	930,898	30.8%	935,882	29.5%	752,803	23.9%
Time deposits, greater than \$250,000	752,074	24.8%	731,589	23.0%	739,098	23.5%
Wholesale deposits (1)	163,000	5.4%	334,939	10.6%	369,884	11.7%
Total deposits	\$ 3,028,329	100.0%	\$ 3,174,760	100.0%	\$ 3,151,062	100.0%

- (1) Includes brokered deposits and collateralized State of California certificates of deposit.

Non-GAAP Reconciliations

Tangible Book Value Reconciliations

Tangible book value per share is a non-GAAP disclosure. Management measures tangible book value per share to assess the Company's capital strength and business performance and believes this is helpful to investors as additional tools for further understanding our performance. The following is a reconciliation of tangible book value to the Company shareholders' equity computed in accordance with GAAP, as well as a calculation of tangible book value per share as of March 31, 2024, December 31, 2023, and March 31, 2023.

(dollars in thousands, except share and per share data)	March 31, 2024	December 31, 2023	March 31, 2023
Tangible common equity:			
Total shareholders' equity	\$ 513,986	\$ 511,260	\$ 494,757
Adjustments			
Goodwill	(71,498)	(71,498)	(71,498)
Core deposit intangible	(2,594)	(2,795)	(3,481)
Tangible common equity	<u>\$ 439,894</u>	<u>\$ 436,967</u>	<u>\$ 419,778</u>
Tangible assets:			
Total assets-GAAP	\$ 3,878,006	\$ 4,026,025	\$ 4,110,084
Adjustments			
Goodwill	(71,498)	(71,498)	(71,498)
Core deposit intangible	(2,594)	(2,795)	(3,481)
Tangible assets	<u>\$ 3,803,914</u>	<u>\$ 3,951,732</u>	<u>\$ 4,035,105</u>
Common shares outstanding	18,578,132	18,609,179	18,992,903
Common equity to assets ratio	13.25%	12.70%	12.04%
Tangible common equity to tangible assets ratio	11.56%	11.06%	10.40%
Book value per share	\$ 27.67	\$ 27.47	\$ 26.05
Tangible book value per share	\$ 23.68	\$ 23.48	\$ 22.10

Return on Average Tangible Common Equity

Management measures return on average tangible common equity ("ROATCE") to assess the Company's capital strength and business performance and believes this is helpful to investors as an additional tool for further understanding our performance. Tangible equity excludes goodwill and other intangible assets (excluding mortgage servicing rights), and is reviewed by banking and financial institution regulators when assessing a financial institution's capital adequacy. This non-GAAP financial measure should not be considered a substitute for operating results determined in accordance with GAAP and may not be comparable to other similarly titled measures used by other companies. The following table reconciles ROATCE to its most comparable GAAP measure:

(dollars in thousands)	Three Months Ended		
	March 31, 2024	December 31, 2023	March 31, 2023
Net income available to common shareholders	\$ 8,036	\$ 12,073	\$ 10,970
Average shareholders' equity	512,787	505,184	492,300
Adjustments:			
Goodwill	(71,498)	(71,498)	(71,498)
Core deposit intangible	(2,726)	(2,935)	(3,636)
Adjusted average tangible common equity	<u>\$ 438,563</u>	<u>\$ 430,751</u>	<u>\$ 417,166</u>
Return on average common equity	6.30%	9.48%	9.04%
Return on average tangible common equity	7.37%	11.12%	10.66%



RBB BANCORP

NASDAQ: RBB



2024 First Quarter
Earnings Results

April 22, 2024



Disclosure Statement

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements often include the words “believes,” “expects,” “anticipates,” “estimates,” “forecasts,” “intends,” “plans,” “targets,” “potentially,” “probably,” “projects,” “outlook” or similar expressions or future or conditional verbs such as “may,” “will,” “should,” “would” and “could” and the negative of these terms and similar words, although some forward-looking statements may be expressed differently. Forward-looking statements also include, but are not limited to, statements regarding plans, objectives, expectations or consequences of announced transactions, known trends and statements about future performance, operations, products and services of RBB Bancorp (“RBB” or the “Company”) and its subsidiaries.

These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our historical experience and our present expectations or projections. Such risks and uncertainties and other factors include, but are not limited to, adverse developments or conditions related to or arising from: (1) the Bank’s ability to comply with the requirements of the consent order we have entered into with the Federal Deposit Insurance Corporation (“FDIC”) and the California Department of Financial Protection and Innovation (“DFPI”) and the possibility that we may be required to incur additional expenses or be subject to additional regulatory action, if we are unable to timely and satisfactorily comply with the consent order; (2) the effectiveness of the Company’s internal control over financial reporting and disclosure controls and procedures; (3) the potential for additional material weaknesses in the Company’s internal controls over financial reporting or other potential control deficiencies of which the Company is not currently aware or which have not been detected; (4) business and economic conditions generally and in the financial services industry, nationally and within our current and future geographic markets, including the tight labor market, ineffective management of the United States (“U.S.”) federal budget or debt or turbulence or uncertainty in domestic or foreign financial markets; (5) the strength of the U.S. economy in general and the strength of the local economies in which we conduct operations; (6) possible additional provisions for loan losses and charge-offs; (7) credit risks of lending activities and deterioration in asset or credit quality; (8) extensive laws and regulations and supervision that we are subject to, including potential supervisory action by bank supervisory authorities; (9) increased costs of compliance and other risks associated with changes in regulation, including any amendments to the Dodd-Frank Wall Street Reform and Consumer Protection Act; (10) compliance with the Bank Secrecy Act and other money laundering statutes and regulations; (11) potential goodwill impairment; (12) liquidity risk; (13) fluctuations in interest rates; (14) risks associated with acquisitions and the expansion of our business into new markets; (15) inflation and deflation; (16) real estate market conditions and the value of real estate collateral; (17) environmental liabilities; (18) our ability to compete with larger competitors; (19) our ability to retain key personnel; (20) successful management of reputational risk; (21) severe weather, natural disasters, earthquakes, fires; or other adverse external events could harm our business; (22) geopolitical conditions, including acts or threats of terrorism, actions taken by the U.S. or other governments in response to acts or threats of terrorism and/or military conflicts, including the conflicts between Russia and Ukraine and in the Middle East, which could impact business and economic conditions in the U.S. and abroad; (23) public health crises and pandemics, and their effects on the economic and business environments in which we operate, including our credit quality and business operations, as well as the impact on general economic and financial market conditions; (24) general economic or business conditions in Asia, and other regions where the Bank has operations; (25) failures, interruptions, or security breaches of our information systems; (26) climate change, including any enhanced regulatory, compliance, credit and reputational risks and costs; (27) cybersecurity threats and the cost of defending against them; (28) our ability to adapt our systems to the expanding use of technology in banking; (29) risk management processes and strategies; (30) adverse results in legal proceedings; (31) the impact of regulatory enforcement actions, if any; (32) certain provisions in our charter and bylaws that may affect acquisition of the Company; (33) changes in tax laws and regulations; (34) the impact of governmental efforts to restructure the U.S. financial regulatory system; (35) the impact of future or recent changes in the FDIC insurance assessment rate and the rules and regulations related to the calculation of the FDIC insurance assessments; (36) the effect of changes in accounting policies and practices or accounting standards, as may be adopted from time-to-time by bank regulatory agencies, the U.S. Securities and Exchange Commission (“SEC”), the Public Company Accounting Oversight Board, the Financial Accounting Standards Board or other accounting standards setters, including Accounting Standards Update 2016-13 (Topic 326, “Measurement of Current Losses on Financial Instruments, commonly referenced as the Current Expected Credit Losses Model, which changed how we estimate credit losses and may further increase the required level of our allowance for credit losses in future periods; (37) market disruption and volatility; (38) fluctuations in the Company’s stock price; (39) restrictions on dividends and other distributions by laws and regulations and by our regulators and our capital structure; (40) issuances of preferred stock; (41) our ability to raise additional capital, if needed, and the potential resulting dilution of interests of holders of our common stock; (42) the soundness of other financial institutions and our ongoing relations with our various federal and state regulators, including the SEC, FDIC, FRB and DFPI; and (43) our success at managing the risks involved in the foregoing items and all other risks detailed from time to time in our filings with the SEC including our Quarterly Reports on Form 10-Q and our Annual Reports on Form 10-K, all of which could cause actual results to differ from those set forth in the forward-looking statements.

Annualized, pro forma, projected and estimated numbers are used for illustrative purpose only, are not forecasts and may not reflect actual results.

There can be no assurance that other factors not currently anticipated by us will not materially and adversely affect our business, financial condition and results of operations. You are cautioned not to place undue reliance on our forward looking statements, which reflect management’s analysis and expectations only as of the date of such statements. Forward looking statements speak only as of the date they are made, and we do not intend, and undertake no obligation, to publicly revise or update forward looking statements, whether as a result of new information, future events or otherwise, except as required by federal securities law.

Non-GAAP Financial Measures

Certain financial information in this presentation has not been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) and is presented on a non-GAAP basis. Investors should refer to the reconciliations included in this presentation and should consider the Company’s non-GAAP measures in addition to, not as a substitute for or superior to, measures prepared in accordance with GAAP. These measures may not be comparable to similarly titled measures used by other companies.

1st Quarter 2024 | Financial Highlights

(\$ in thousands, except per share data)	2Q23	3Q23	4Q23	1Q24
Earnings & Profitability				
Diluted Earnings Per Share (EPS)	\$0.58	\$0.45	\$0.64	\$0.43
Net Income	\$10,949	\$8,473	\$12,073	\$8,036
Net Interest Income after Provision (Reversal) for Credit Losses	\$31,546	\$26,190	\$26,100	\$24,877
Net Interest Margin	3.37%	2.87%	2.73%	2.69%
Efficiency Ratio ⁽¹⁾	53.80%	55.59%	49.58%	60.07%
Return on Average Assets, annualized	1.08%	0.83%	1.20%	0.81%
Return on Tangible Common Equity*, annualized	10.33%	7.82%	11.12%	7.37%
Balance Sheet & Capital				
Gross Held for Investment (HFI) Loans	\$3,195,995	\$3,120,952	\$3,031,861	\$3,027,361
Total Deposits	\$3,175,416	\$3,154,072	\$3,174,760	\$3,028,329
Common Equity Tier 1 (CET1) Ratio	16.91%	17.65%	19.07%	19.10%
Tangible Common Equity to Tangible Assets (TCE) Ratio*	10.64%	10.71%	11.06%	11.56%
Tangible Book Value per Share*	\$22.40	\$22.53	\$23.48	\$23.68
Asset Quality				
Provision (Reversal of) for Credit Losses	\$380	\$1,399	\$(431)	\$0
Net Loan Charge-offs	\$580	\$2,206	\$109	\$184
Nonperforming Loans	\$41,862	\$40,146	\$31,619	\$35,935
Nonperforming Assets (NPAs)	\$42,439	\$40,430	\$31,619	\$37,006
NPLs/Total Loans	1.31%	1.29%	1.04%	1.19%
NPAs/Total Assets	1.04%	0.99%	0.79%	0.95%

Q124 Highlights	
Net Income	Diluted EPS
\$8.0 million	\$0.43
TCE Ratio*	ROTCE*
11.56%	7.37%
Net Loan to Deposit Ratio	NIM
98.6%	2.69%
Shares Repurchased	NPLs
80,285	\$35.9 million

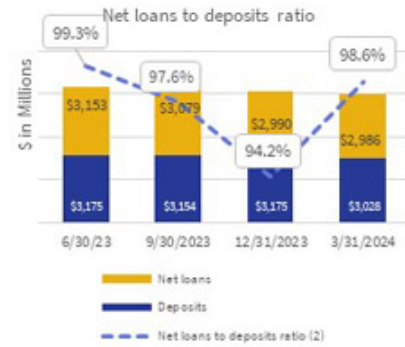


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* See reconciliation of GAAP to non-GAAP financial measures in the appendix and in the Company's Earnings Press Release.
(1) Ratio calculated by dividing noninterest expense by the sum of net interest income before provision (reversal) for credit losses and noninterest income.

Strategically Managed Balance Sheet

(\$ in thousands, except per share data)	6/30/23	9/30/23	12/31/23	3/31/24
Cash and Due From Banks ⁽¹⁾	\$ 246,925	\$ 331,391	\$ 431,973	\$269,843
Available for Sale (AFS) Securities	391,116	354,378	318,961	335,194
Held to Maturity (HTM) Securities	5,718	5,214	5,209	5,204
Loans Held for Sale (LHFS)	555	62	1,911	3,903
Gross Loans HFI	3,195,995	3,120,952	3,031,861	3,027,361
Allowance for Loan Losses (ALL)	(43,092)	(42,430)	(41,903)	(41,688)
Net HFI loans	3,152,903	3,078,522	2,989,958	2,985,673
Other Assets	278,401	299,787	278,013	278,189
Total Assets	\$ 4,075,618	\$ 4,069,354	\$ 4,026,025	\$3,878,006
Total Deposits	\$ 3,175,416	\$ 3,154,072	\$ 3,174,760	\$3,028,329
Federal Home Loan Bank (FHLB) Advances	150,000	150,000	150,000	150,000
Long-term Debt and Subordinated Debentures	188,703	188,903	134,085	134,236
Other Liabilities	61,209	73,868	55,920	51,455
Total Liabilities	\$ 3,575,328	\$ 3,566,843	\$ 3,514,765	\$3,364,020
Total Shareholders' Equity	\$ 500,290	\$ 502,511	\$ 511,260	\$ 513,986
Book Value per Share	\$ 26.34	\$ 26.45	\$ 27.47	\$ 27.67
Tangible Book Value per Share*	\$ 22.40	\$ 22.53	\$ 23.48	\$ 23.68
Common Equity Ratio	12.28%	12.35%	12.70%	13.25%
Tangible Common Equity Ratio*	10.64%	10.71%	11.06%	11.56%
Net Loans to Deposits Ratio	99.3%	97.6%	94.2%	98.6%



- 📌 Cash and due from banks ⁽¹⁾ decreased primarily due to maturities of \$150 million in wholesale funding deposits
- 📌 Gross unrealized losses on AFS securities totaled \$30.2 million at March 31, 2024, a \$2.1 million increase due to increases in market interest rates, compared to \$28.1 million at December 31, 2023
- 📌 Net loans to deposits ratio increased to 98.6%
- 📌 Deposits decreased due to strategic decrease in brokered deposits and collateralized State of California certificates of deposits



* See reconciliation of GAAP to non-GAAP financial measures in the appendix and in the Company's Earnings Press Release.
 (1) Includes interest-bearing deposits in other financial institutions
 (2) Bank level net loans to deposits ratio is 97.3%.


Diversified Loan Portfolio

 Diversified across business lines

SFR¹ - Mainly non-qualified mortgage loans

C&I - Majority secured by assets

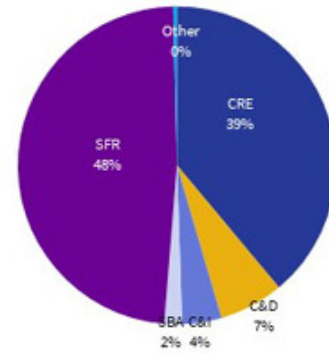
SBA - Primarily SBA 7(a) loans for business acquisition or working capital

 59% of total loans are fixed rate and 41% are variable rate¹

 Annualized yield on HFI loans of 6.07% for the first quarter of 2024

Loan Portfolio Composition as of 3/31/24

By Business Line:

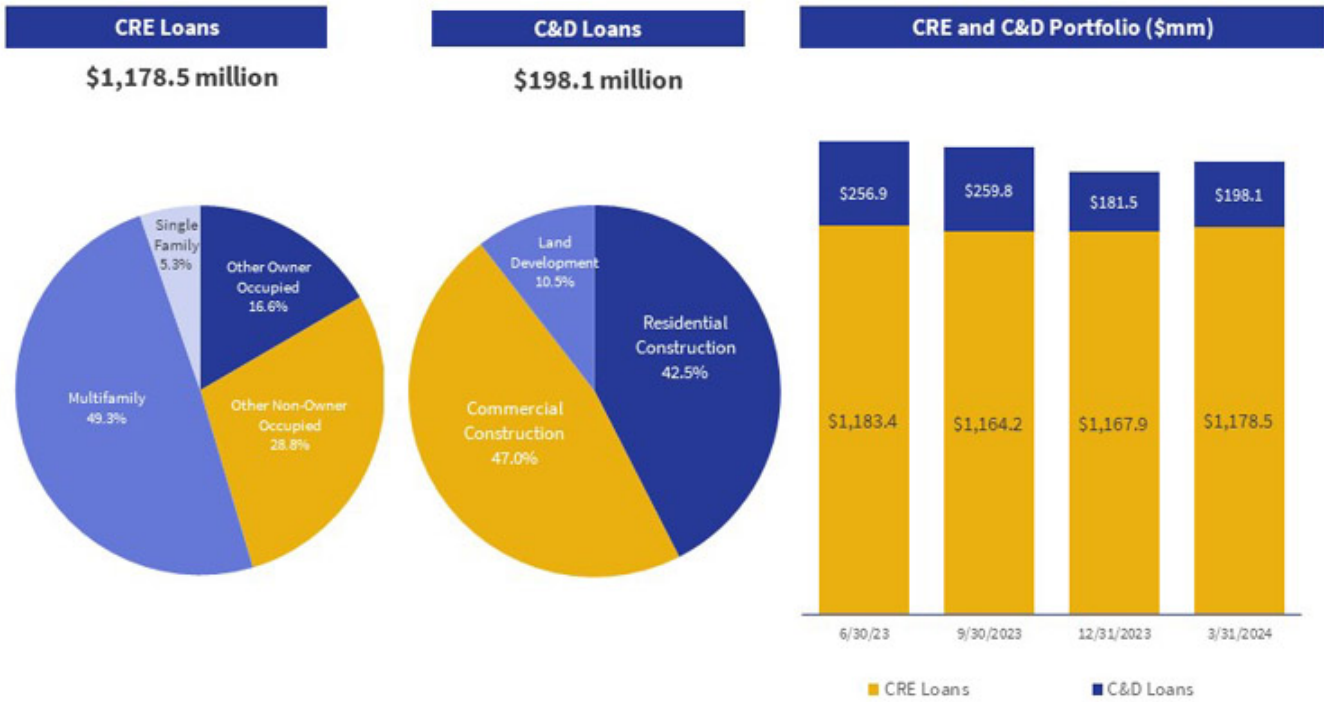


Business Line	(\$ in thousands)
Single-family residential mortgages (SFR)	\$ 1,463,497
Commercial real estate (CRE)	1,178,498
Construction and land development (C&D)	198,070
Commercial and industrial (C&I)	121,441
SBA	54,677
Other	11,178
Total LHFI	\$ 3,027,361

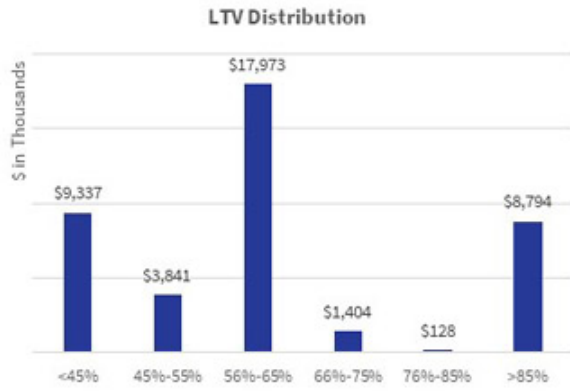


(1) Fixed rate loans include loans that have initial fixed rate terms prior to converting to variable rate loans at a future date occurring more than 2 years from March 31, 2024.

As of March 31, 2024:



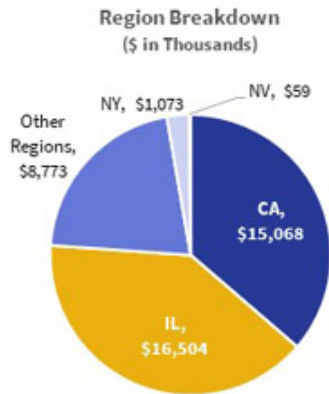
Commercial Real Estate: Office Portfolio as of March 31, 2024



👑 CRE Office exposure totaled \$41.5 million: 3.5% of the CRE portfolio and 1.4% of total loans

👑 Loan-to-value (LTV) distribution:

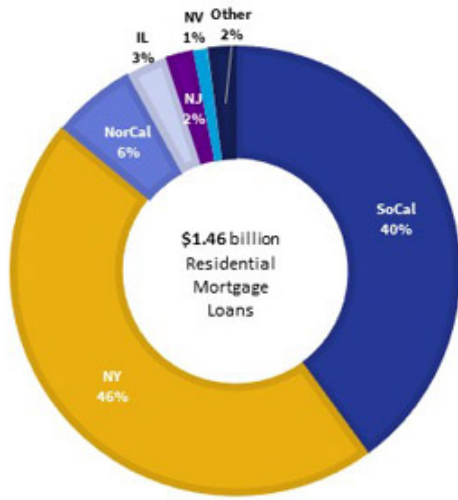
- Average weighted LTV ~57%
- Over 75% of loans with LTV <65%



👑 Regional distribution: ~78% of properties located within primary service areas

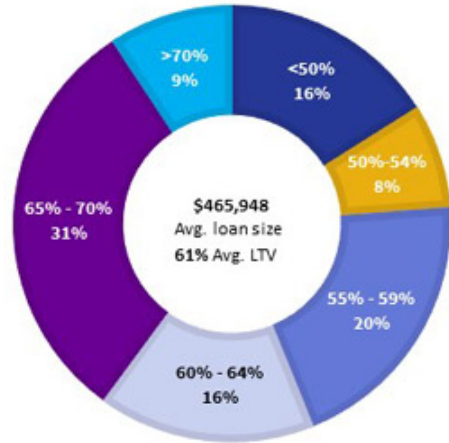
Distribution by Geography

■ SoCal ■ NY ■ NorCal ■ IL ■ NJ ■ NV ■ Other

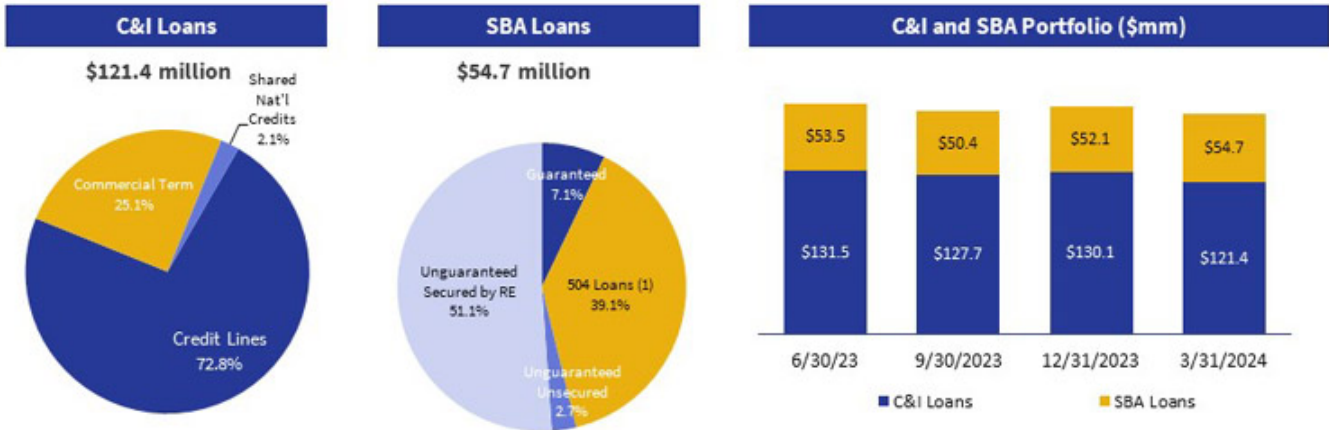


Distribution by LTV

■ <50% ■ 50%-54% ■ 55% - 59%
 ■ 60% - 64% ■ 65% - 70% ■ >70%



As of March 31, 2024:

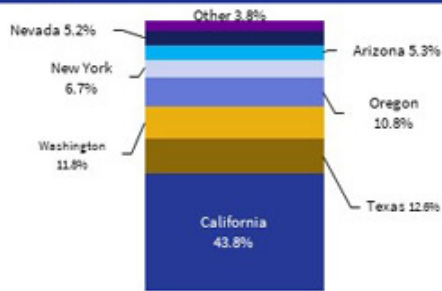


Unguaranteed SBA Loans:

By Business:



By Location:



(1) SBA 504 loans are unguaranteed loans secured by RE.

Deposits

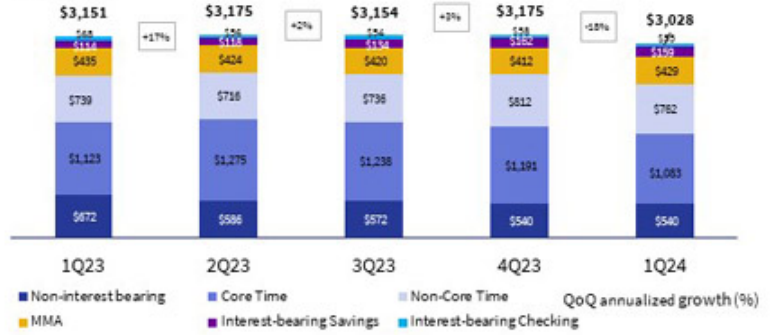
Total Deposits

\$3,028 million



Deposit Mix - QoQ Annualized

\$ in millions

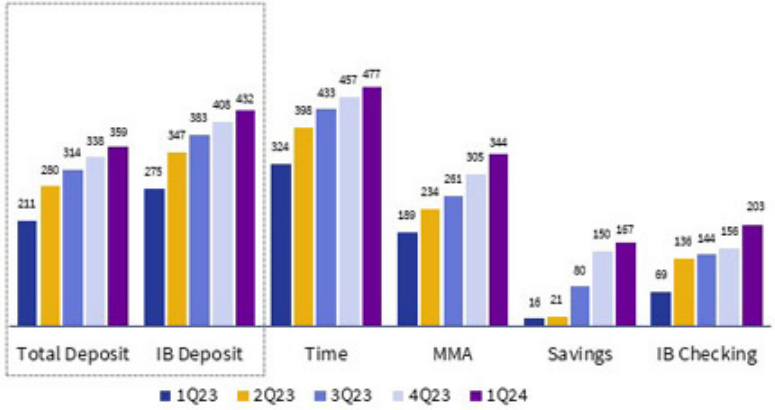


Uninsured Deposits (\$ billions)

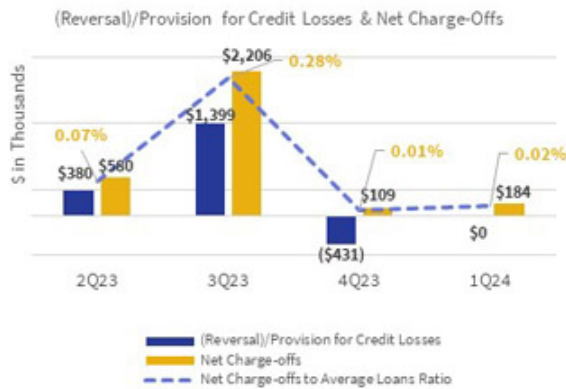


Average Cost of Deposits by Type

in bps



Allowance for Credit Losses, Credit Cost Provisions and Credit Metrics



The allowance for credit losses (ACL) totaled \$42.4 million and included an allowance for loan losses (ALL) of \$41.7 million and a reserve for unfunded commitments (RUC) of \$671,000 at 3/31/24.

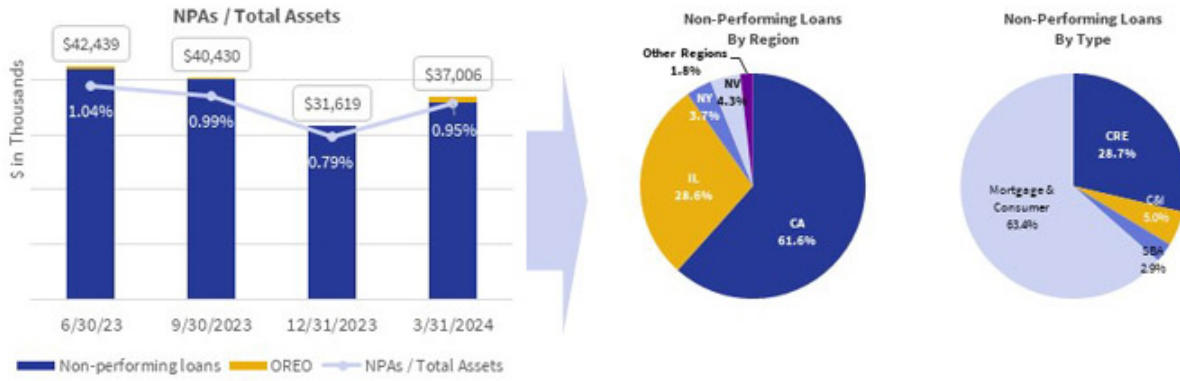
The ACL decreased \$184,000 during 1Q24 due to net charge-offs.

There was no provision for credit losses in 1Q24, compared to a \$431,000 reversal of provision for credit losses in 4Q23. The change results from (a) lower specific reserves offset by (b) changes in the loan portfolio mix (c) ongoing uncertainty in the economy related to inflation (d) the interest rate environment and (e) credit quality metrics, including higher nonperforming loans at the end of the first quarter of 2024 compared to the end of 2023.

The ALL as a percentage of loans held for investment was 1.38% at 3/31/24, unchanged from 12/31/23

The ALL as a percentage of nonperforming loans was 116% at the end of 1Q24, down from 133% at the end of 4Q23.

Asset Quality Metrics: Non-Performing Assets (NPAs)

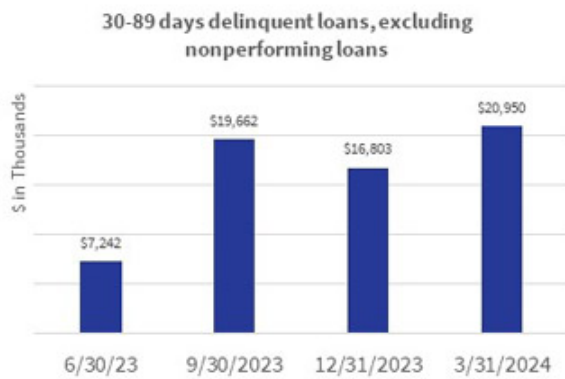
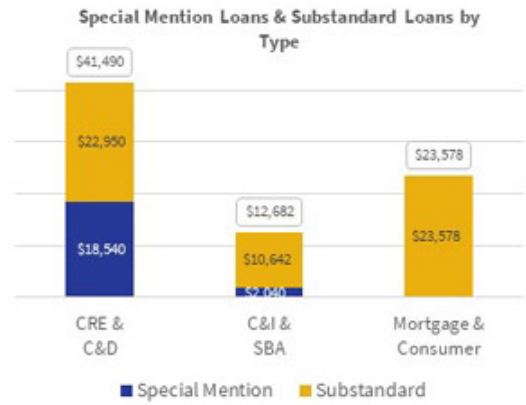


Non-performing assets / total assets increased to 0.95% at 3/31/24 from 0.79% at 12/31/23 primarily due to loans placed on non-accrual status of \$7.7 million, consisting primarily of single-family residential mortgages, and new OREO of \$1.1 million, partially offset by payoffs or pay-downs of \$3.0 million of non-accrual loans, loans that migrated to accruing status of \$257,000, and non-accrual loan charge-offs of \$125,000

Weighted average LTV of non-performing loans was 61% comprised of the following loan types:

- CRE loans: 88% weighted average LTV
- C&I loans: 53% weighted average LTV
- Mortgage and consumer loans: 52% weighted average LTV

Asset Quality Metrics : Loan Classifications and Delinquencies

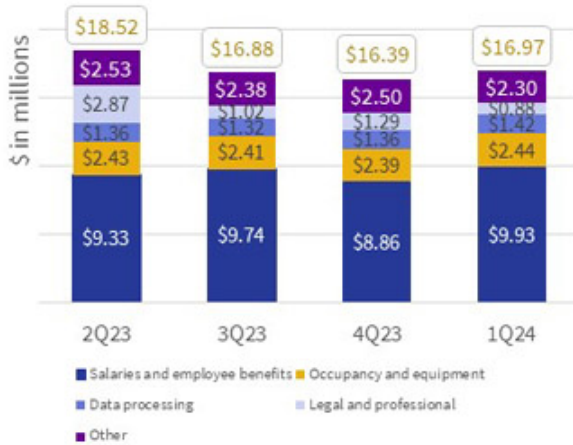


Substandard loans decreased \$3.9 million to \$57.2 million at 3/31/24 from \$61.1 million at 12/31/23, due to loan paydowns of \$11.0 million and upgrades to pass loans of \$277,000, an upgrade to special mention loans of \$200,000 and substandard loan charge-offs of \$125,000, partially offset by a downgrade from special mention loans of \$3.9 million and additional substandard loans of \$3.8 million.

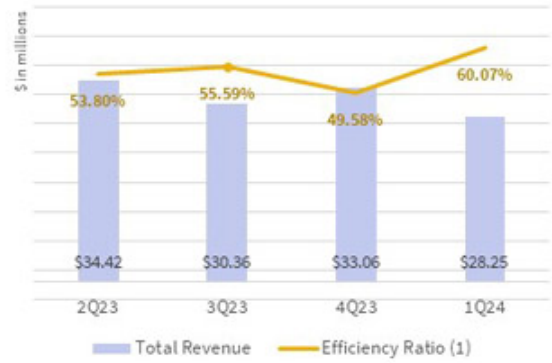
Special mention loans decreased \$12.3 million to \$20.6 million at 3/31/24 from \$32.8 million at the end of 12/31/23, due to upgrades to pass loans of \$6.5 million, a downgrade to substandard loans of \$3.9 million, and loan paydowns of \$2.7 million, partially offset by additional special mention loans of \$674,000.

Operating Expense & Efficiency

Noninterest Expense

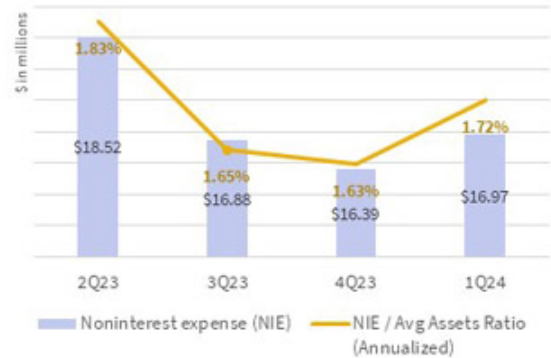


Total Revenue & Efficiency Ratio



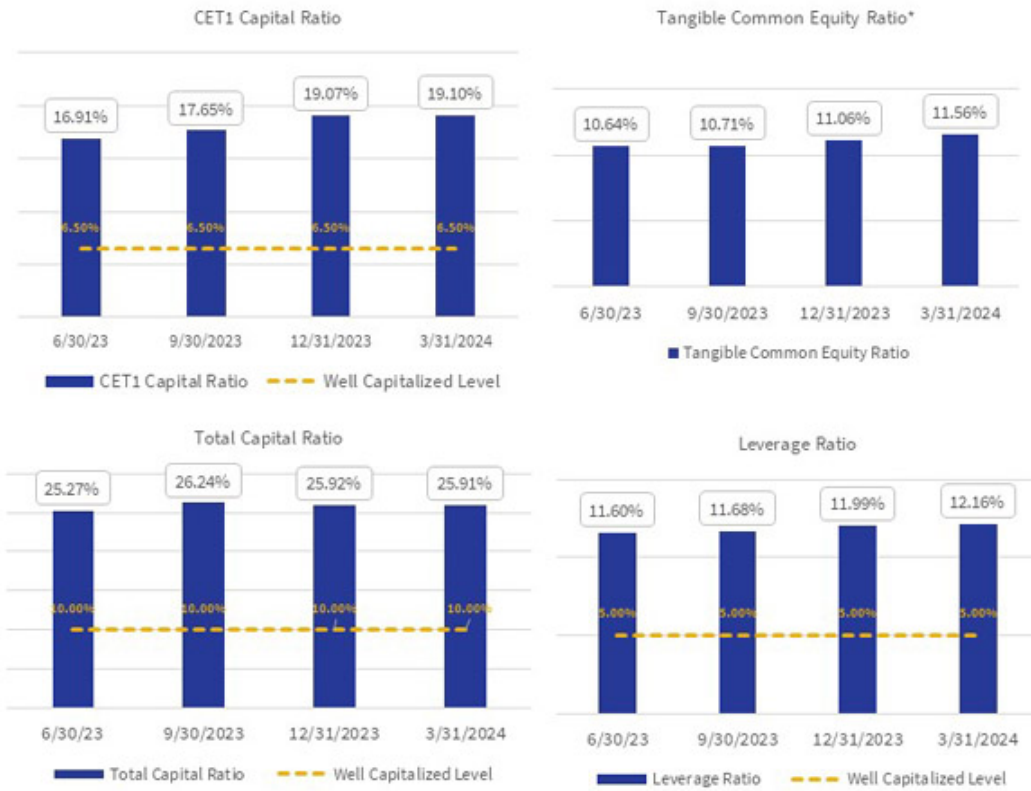
- 1Q24 noninterest expense of \$17.0 mm, increased from \$16.4mm in 4Q23, due to higher salaries and employee benefits expenses related to the timing of higher taxes and benefits in the first quarter of the year, partially offset by lower legal and professional expenses and lower insurance and regulatory assessments.
- Noninterest expense as a percentage of total average assets increased to 1.72% in 1Q24 from 1.63% in 4Q23.
- 1Q24 efficiency ratio(1) was 60.07%, up from 49.58% in 4Q23, due to a decrease in total revenue related to the CDFI ERP award of \$5.0 million recognized in the fourth quarter of 2023 with no similar income in the first quarter of 2024.

NIE / Avg Assets Ratio



(1) Ratio calculated by dividing noninterest expense by the sum of net interest income before provision for credit losses and noninterest income.

Accumulation of Strong Company Capital Ratios



👑 The Company's capital levels are higher than most peer banks

👑 Invested \$1.5 million in the stock buyback program with the repurchase of 80,285 shares during 1Q24

👑 Quarterly common stock dividend of \$0.16/share, equivalent to \$0.64 per share annualized

👑 Return on average tangible common equity* of 7.37%, down from 11.12% from the prior quarter

Appendix: Non-GAAP Reconciliations

Non-GAAP Reconciliation: Tangible Common Equity and Tangible Assets

Some of the financial measures included in this presentation are not measures of financial performance recognized by GAAP. These non-GAAP financial measures include "tangible common equity to tangible assets," "tangible book value per share," and "return on average tangible common equity." Our management uses these non-GAAP financial measures in its analysis of our performance and believes these are helpful to investors as an additional tool for further understanding our performance. The following table reconciles shareholders' equity (on a GAAP basis) to tangible common equity and total assets (on a GAAP basis) to tangible assets, calculates our tangible book value per share, and reconciles return on average tangible common equity to its most comparable GAAP measure:

(S in thousands)	6/30/23	9/30/23	12/31/23	3/31/24
Tangible Common Equity:				
Total Shareholders' Equity	\$500,290	\$502,511	\$511,260	\$513,986
Adjustments				
Goodwill	(71,498)	(71,498)	(71,498)	(71,498)
Core Deposit Intangible	(3,246)	(3,010)	(2,795)	(2,594)
Tangible Common Equity	\$425,546	\$428,003	\$436,967	\$439,894
Tangible Assets:				
Total Assets - GAAP	4,075,618	4,069,354	4,026,025	3,878,006
Adjustments				
Goodwill	(71,498)	(71,498)	(71,498)	(71,498)
Core Deposit Intangible	(3,246)	(3,010)	(2,795)	(2,594)
Tangible Assets	\$4,000,874	\$3,994,846	\$3,951,732	\$3,803,914
Common Shares Outstanding	18,995,303	18,995,303	18,609,179	18,578,132
Tangible Common Equity to Tangible Assets Ratio	10.64%	10.71%	11.06%	11.56%
Tangible Book Value Per Share	\$22.40	\$22.53	\$23.48	\$23.68
Average Tangible Common Equity:				
Average Shareholders' Equity	\$500,062	\$504,432	\$505,184	\$512,787
Adjustments				
Goodwill	(71,498)	(71,498)	(71,498)	(71,498)
Core Deposit Intangible	(3,400)	(3,165)	(2,935)	(2,726)
Average Tangible Common Equity	\$425,164	\$429,769	\$430,751	\$438,563
Net Income Available to Common Shareholders	10,949	8,473	12,073	8,036
Return on Average Tangible Common Equity	10.33%	7.82%	11.12%	7.37%



Contact: Lynn Hopkins
EVP/Interim Chief Financial
Officer
(213) 716-8066

RBB Bancorp Declares Quarterly Cash Dividend of \$0.16 Per Common Share

LOS ANGELES--(BUSINESS WIRE)--Apr. 18, 2024-- RBB Bancorp (NASDAQ: RBB) and its subsidiaries, Royal Business Bank ("the Bank") and RBB Asset Management Company ("RAM"), collectively referred to herein as "the Company", announced that its Board of Directors has declared a quarterly cash dividend of \$0.16 per common share. The dividend is payable on May 13, 2024 to common shareholders of record as of May 1, 2024.

Corporate Overview

RBB Bancorp is a bank holding company headquartered in Los Angeles, California. As of December 31, 2023, the Company had total assets of \$4.0 billion. Its wholly-owned subsidiary, the Bank, is a full service commercial bank, which provides business banking services to the Asian communities in Los Angeles County, Orange County, and Ventura County in California, in Las Vegas, Nevada, in Brooklyn, Queens, and Manhattan in New York, in Edison, New Jersey, in the Chicago neighborhoods of Chinatown and Bridgeport, Illinois, and on Oahu, Hawaii. Bank services include remote deposit, E-banking, mobile banking, commercial and investor real estate loans, business loans and lines of credit, commercial and industrial loans, SBA 7A and 504 loans, 1-4 single family residential loans, trade finance, a full range of depository account products and wealth management services. The Bank has nine branches in Los Angeles County, two branches in Ventura County, one branch in Orange County, California, one branch in Las Vegas, Nevada, three branches and one loan operation center in Brooklyn, three branches in Queens, one branch in Manhattan in New York, one branch in Edison, New Jersey, two branches in Chicago, Illinois, and one branch in Honolulu, Hawaii. The Company's administrative and lending center is located at 1055 Wilshire Blvd., Los Angeles, California 90017, and its finance and operations center is located at 7025 Orangethorpe Ave., Buena Park, California 90621. The Company's website address is www.royalbusinessbankusa.com.

Safe Harbor

Certain matters set forth herein (including the exhibits hereto) constitute forward-looking statements relating to the Company's current business plans and expectations and our future financial position and operating results. These forward-looking statements are subject to risks and uncertainties that could cause actual results, performance and/or achievements to differ materially from those projected. These risks and uncertainties include, but are not limited to, the Bank's ability to comply with the requirements of the Consent Order we have entered into with the FDIC and the DFPI and the possibility that we may be required to incur additional expenses or be subject to additional regulatory action, if we are unable to timely and satisfactorily comply with the consent order; the effectiveness of the Company's internal control over financial reporting and disclosure controls and procedures; the potential for additional material weaknesses in the Company's internal controls over financial reporting or other potential control deficiencies of which the Company is not currently aware or which have not been detected; business and economic conditions generally and in the financial services industry, nationally and within our current and future geographic markets, including the tight labor market, ineffective management of the U.S. federal budget or debt or turbulence or uncertainty in domestic or foreign financial markets; the strength of the United States economy in general and the strength of the local economies in which we conduct operations; our ability to attract and retain deposits and access other sources of liquidity; possible additional provisions for loan losses and charge-offs; credit risks of lending activities and deterioration in asset or credit quality; extensive laws and regulations and supervision that we are subject to, including potential supervisory action by bank supervisory authorities; increased costs of compliance and other risks associated with changes in regulation, including any amendments to the Dodd-Frank Wall Street Reform and Consumer Protection Act; compliance with the Bank Secrecy Act and other money laundering statutes and regulations; potential goodwill impairment; liquidity risk; fluctuations in interest rates; the transition away from the London Interbank Offering Rate (LIBOR) and related uncertainty as well as the risks and costs related to our adopted alternative reference rate, including the Secured Overnight Financing Rate (SOFR); risks associated with acquisitions and the expansion of our business into new markets; inflation and deflation; real estate market conditions and the value of real estate collateral; environmental liabilities; our ability to compete with larger competitors; our ability to retain key personnel; successful management of reputational risk; severe weather, natural disasters, earthquakes, fires; or other adverse external events could harm our business; geopolitical conditions, including acts or threats of terrorism, actions taken by the United States or other governments in response to acts or threats of terrorism and/or military conflicts, including the conflicts between Russia and Ukraine and in the Middle East, which could impact business and economic conditions in the United States and abroad; public health crises and pandemics, and their effects on the economic and business environments in which we operate, including our credit quality and business operations, as well as the impact on general economic and financial market conditions; general economic or business conditions in Asia, and other regions where the Bank has operations; failures, interruptions, or security breaches of our information systems; climate change, including any enhanced regulatory, compliance, credit and reputational risks and costs; cybersecurity threats and the cost of defending against them; our ability to adapt our systems to the expanding use of technology in banking; risk management processes and strategies; adverse results in legal proceedings; the impact of regulatory enforcement actions, if any; certain provisions in our charter and bylaws that may affect acquisition of the Company; changes in tax laws and regulations; the impact of governmental efforts to restructure the U.S. financial regulatory system; the impact of future or recent changes in FDIC insurance assessment rate of the rules and regulations related to the calculation of the FDIC insurance assessment amount; the effect of changes in accounting policies and practices or accounting standards, as may be adopted from time-to-time by bank regulatory agencies, the SEC, the Public Company Accounting Oversight Board, the Financial Accounting Standards Board or other accounting standards setters, including Accounting Standards Update 2016-13 (Topic 326, "Measurement of Current Losses on Financial Instruments, commonly referenced as the Current Expected Credit Losses Model, which changed how we estimate credit losses and may further increase the required level of our allowance for credit losses in future periods; market disruption and volatility; fluctuations in the Company's stock price; restrictions on dividends and other distributions by laws and regulations and by our regulators and our capital structure; issuances of preferred stock; our ability to raise additional capital, if needed, and the potential resulting dilution of interests of holders of our common stock; the soundness of other financial institutions; our ongoing relations with our various federal and state regulators, including the SEC, FDIC, FRB and DFPI; our success at

managing the risks involved in the foregoing items and all other factors set forth in the Company's public reports, including its Annual Report as filed under Form 10-K for the year ended December 31, 2023, and particularly the discussion of risk factors within that document. The Company does not undertake, and specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences or unanticipated events or circumstances after the date of such statements except as required by law. Any statements about future operating results, such as those concerning accretion and dilution to the Company's earnings or shareholders, are for illustrative purposes only, are not forecasts, and actual results may differ.