

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/31/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAS UNITED BANK		07/18/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Southern California, N.A.		
Street Address:	12265 El Camino Real, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3474605	AMERICAS UNITED BANK AUB SU BANCO COMERC	
CORRESPONDENCE DATA			
Fax Number:	6196961410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6192361551		
Email:	trademarks@higgslaw.com		
Correspondent Name:	Charles F. Reidelbach, Jr., Esq.		
Address Line 1:	401 WEST A STREET, SUITE 2600		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Charles F. Reidelbach, Jr., Esq.		
SIGNATURE:	/charlesfreidelbachjr/		
DATE SIGNED:	06/28/2022		
Total Attachments: 105			
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Secretary of State
State of California

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in AUG 01 2018



Office of the Comptroller of the Currency

Western District
1225 17th St., Suite 300
Denver, CO 80202

July 31, 2018

Alan Rosen and Khoi D. Dang
Partners
Duane Morris LLP
865 South Figueroa Street, Suite 3100
Los Angeles, CA 90017

Re: Business Combination Control No.: 2018-WE-Combination-302408
Bank of Southern California, National Association Charter Number 20862

Dear Sirs,

This letter is the official certification of the Comptroller of the Currency (OCC) to merge Americas United Bank into Bank of Southern California, National Association effective as of July 31, 2018. The resulting bank title is Bank of Southern California, National Association, charter number 20862

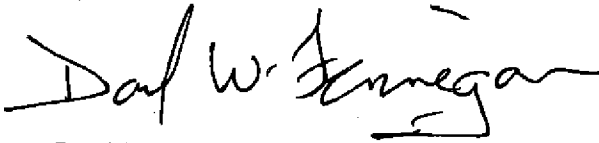
This is also the official authorization given to Bank of Southern California, National Association to operate the branches of the target institution and the main office of the target institution as a branch. The newly authorized branches and assigned OCC branch numbers are:

<u>Branch Name</u>	<u>Address</u>	<u>Authorization Number</u>
Commerce Branch	6001 E. Washington Blvd Commerce, CA 90040	208794A
Lancaster Branch	539 W. Lancaster Blvd Lancaster, CA 93534	208795A
Glendale Branch	801 N. Brand Blvd, Suite 180 Glendale, CA 91203	208796A
Santa Fe Springs Branch	10400 S. Norwalk Blvd Santa Fe Springs, CA 90670	208797A

Bank of Southern California, N.A.
Charter Number 20862
2018-WE-Combination-302408

If you have any questions, please contact Lois Archuletta at Lois.Archuletta@occ.treas.gov or
(720) 475-7650.

Sincerely,

A handwritten signature in black ink that reads "David W. Finnegan". The signature is written in a cursive style with a horizontal line underneath the name.

David W. Finnegan
Senior Licensing Analyst

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Duane Morris®

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OF DUANE MORRIS
ALLIANCES IN MEXICO
AND SRI LANKA

July 18, 2018

VIA OVERNIGHT DELIVERY

Mr. Louis T. Gittleman
Director for District Licensing
Office of the Comptroller of the Currency
Western District
1225 17th Street, Suite 300
Denver, Colorado, 80202

Re: **Bank of Southern California, N.A.
Merger With Americas United Bank
Control No. 2018- WE-Combination – 302408**

Dear Mr. Gittleman:

On behalf of our client, Bank of Southern California, N.A., San Diego, California (the "Bank"), and pursuant to your letter dated May 3, 2018, advising that the OCC approved the merger of Americas United Bank with and into the Bank, we are hereby advising the OCC of the institutions' desire to consummate the merger effective as of the close of business on July 31, 2018.

For your information, the shareholders of both institutions met in duly noticed meetings held earlier today and approved the merger by more than the requisite 2/3 vote of their respective shares outstanding. Secretary's Certificates of both institutions, certifying that shareholder approvals have been obtained, are enclosed.

We have previously submitted, in connection with the Bank's Streamlined Business Combination Application, a copy of the executed Merger Agreement. Please advise if any additional documentation is required.

DUANE MORRIS LLP

865 SOUTH FIGUEROA STREET, SUITE 3100 LOS ANGELES, CA 90017-5450
DM315303330.1

PHONE: +1 213 689 7400 FAX: +1 213 689 7401

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REEL: 007764 FRAME: 0437

Duane Morris

Mr. Louis T. Gittleman
July 18, 2018
Page 2

The desired effective date, July 31, 2018, follows the applicable Department of Justice's injunction period and the May 3, 2018, approval letter did not impose any additional conditions to consummation of the merger.

Accordingly, we respectfully request that the OCC confirm receipt of this request and confirm that the appropriate letter certifying the consummation of the merger as of the close of business on July 31, 2018 will be issued. We further respectfully request that the OCC confirm the consummation of the merger effective as of the close of business on July 31, 2018, and that the OCC issue branch certifications for each of Americas United Bank's banking offices.

Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,



S. Alan Rosen
Partner

SAR:rz
Encls.

cc: Ms. Lois Archuletta (via overnight, w/encls.)
Mr. Nathan L. Rogge (w/ encls.)
Mr. James H. Burgess (w/ encls.)
Keith Holmes, Esq. (w/encls.)
Khoi Dang, Esq. (w/o encls.)

BANK OF SOUTHERN CALIFORNIA, N.A.**OFFICERS' CERTIFICATE**


The undersigned, Nathan Rogge and Lester Machado, certify that:

1. We are the President and the Corporate Secretary, respectively, of Bank of Southern California, N.A. (the "Bank") and that we have been duly appointed and are presently serving in those capacities in accordance with the Bylaws of the Bank.
2. At a meeting duly called on notice as required by law in accordance with 12 U.S.C. §215a(a)(2) and convened on July 18, 2018, the following resolution was adopted by the Bank's shareholders:

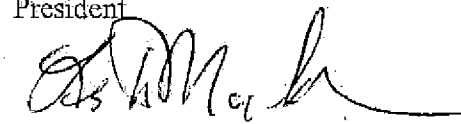
"BE IT HEREBY RESOLVED, that the principal terms of the Agreement and Plan of Merger, dated February 21, 2018, by and between Bank of Southern California, N.A., and Americas United Bank, and the transactions contemplated thereby be, and they hereby are, ratified and approved."

3. Shareholder approval of the foregoing resolution was by a vote that equaled or exceeded the vote required pursuant to 12 U.S.C. §215a(a)(2), which was more than 66-2/3% of the outstanding shares of the Bank's common stock.
4. The foregoing resolution has not been amended or rescinded and is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, we have set our signatures and the seal of this national banking association this 18th day of July, 2018.



Nathan L. Rogge,
President



Lester Machado,
Corporate Secretary

[SEAL]

SECRETARY'S CERTIFICATE

AMERICAS UNITED BANK

I, Jeffrey Pollard, hereby certify:

1. That I am the duly elected and acting Secretary of Americas United Bank, a California corporation (the "Company");

2. That the resolutions annexed hereto as Exhibit A were adopted at a special meeting of the shareholders of the Company held on July 18, 2018, and that such resolutions have not been amended or rescinded and such resolutions remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate on July 18, 2018.

Jeffrey Pollard
Jeffrey Pollard

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On JULY 18, 2018, before me, MITCHELL S. ROSEN, a Notary Public, personally appeared Jeffrey Pollard, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mitchell S. Rosen*



EXHIBIT A

**RESOLUTIONS ADOPTED BY SHAREHOLDERS OF
AMERICAS UNITED BANK AT A
SPECIAL MEETING OF SHAREHOLDERS ON JULY 18, 2018**

RESOLVED, that the Agreement and Plan of Merger dated February 21, 2018, by and between Americas United Bank and Bank of Southern California, N.A., pursuant to which Americas United Bank will merge with and into Bank of Southern California, N.A., with Bank of Southern California, N.A. surviving the merger, and the transactions contemplated by the merger agreement, be, and they hereby are, approved.

CERTIFICATE OF INSPECTOR OF ELECTION

The undersigned Inspector of Election, in connection with the Special Meeting of Shareholders of Americas United Bank held on July 18, 2018, does hereby certify and declare as follows:

1. Shares Outstanding. That the number of shares of Common Stock of Americas United Bank issued and outstanding on May 25, 2018, the record date for said Meeting, was 2,923,150.

2. Shares Represented. That the number of shares represented and voting in person and by proxy at said Meeting was as follows: 2,432,121, or 83.20%.

3. Quorum. That the total number of shares present in person and by proxy equaled 2,923,150 shares or 83.20% of the total shares issued and outstanding, thereby constituting a quorum for purposes of the Meeting.

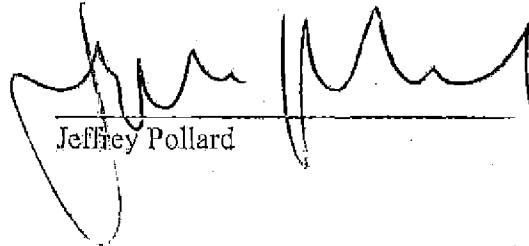
4. Agreement and Plan of Merger. The number of shares voted "FOR," "AGAINST" and "ABSTAIN" with respect to the Approval of the Agreement and Plan of Merger dated February 21, 2018, were as follows:

2,407,658 **FOR** 0 **AGAINST** 24,463 **ABSTAIN**

5. Adjournment of Special Meeting. The number of shares voted "FOR," "AGAINST" and "ABSTAIN" with respect to the Approval of the Adjournment of Special Meeting to permit further solicitation of proxies, were as follows:

2,398,168 **FOR** 7,500 **AGAINST** 26,453 **ABSTAIN**

IN WITNESS WHEREOF, the undersigned have executed this Certificate on this 18th day of July, 2018.



 Jeffrey Pollard

CERTIFICATE OF TABULATION

The undersigned, having been designated to act as Tabulation Agent for the Annual Meeting of Stockholders of Americas United Bank, DOES HEREBY CERTIFY AS FOLLOWS:

FIRST: On the record date, May 25, 2018, there were issued and outstanding 2,923,150 shares of Common Stock.

SECOND: There were received by proxy, votes from stockholders of the Corporation representing 2,432,121 (83.20%) shares of Common Stock entitled to vote thereat constituting a quorum.

THIRD: The proposals presented received the following votes:

Proposal 1 Approval of the merger Agreement. To approve the Agreement and Plan of Merger, dated February 21, 2018 (the "merger agreement"), by and between Americas United Bank ("AUB") and Bank of Southern California, N.A. ("BOSC"), pursuant to which AUB will merge with and into BOSC, with BOSC as the surviving entity.

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Percentage of Voted For</u>
2,407,658	0	24,463	82.37%

Proposal 2 Grant of Discretionary Authority to Adjourn meeting. To approve granting discretionary authority to adjourn the AUB special meeting, if necessary, to permit further solicitation of proxies if there are not sufficient votes at the time of the AUB special meeting to approve the terms of the merger agreement.

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Percentage of Voted For</u>
2,398,168	7,500	26,453	82.04%

Dated: July 18, 2018

By: *Tiffany N. Thompson*

Tiffany N. Thompson
Senior Relationship Manager
American Stock Transfer & Trust Company, LLC

AGREEMENT AND PLAN OF MERGER

DATED AS OF FEBRUARY 21, 2018

BY AND BETWEEN

**BANK OF SOUTHERN CALIFORNIA, NATIONAL
ASSOCIATION**

AND

AMERICAS UNITED BANK

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EXHIBITS

Exhibit A Form of Shareholder Agreement

Exhibit A-1 List of AUB Shareholders Entering into Shareholder Agreements

Exhibit B Form of Non-Solicitation, Non-Competition and Confidentiality Agreement

Exhibit B-1 List of AUB Directors and Executive Officers Entering into Non-Solicitation, Non-Competition and Confidentiality Agreement

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of February 21, 2018 (this "Agreement"), is made and entered into by and between Bank of Southern California, National Association, a national banking association ("BOSC"), and Americas United Bank, a California state-chartered commercial bank ("AUB"), with reference to the following recitals:

RECITALS

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

WHEREAS, subject to the terms and conditions of this Agreement, BOSC desires to acquire all of the issued and outstanding shares of AUB common stock, no par value (collectively, the "AUB Common Stock"), in exchange for shares of the common stock of BOSC, \$5.00 par value per share (the "BOSC Common Stock"), through the merger of AUB with and into BOSC (the "Merger"), with BOSC surviving the Merger and continuing operations under its national bank charter;

WHEREAS, the parties intend that the Merger will be treated as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement will constitute a "plan of reorganization" for purposes of Sections 354 and 361 of the Code for federal income Tax purposes;

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

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

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

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

AGREEMENT

ARTICLE I

CERTAIN DEFINITIONS

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

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

"Adverse Recommendation Change" means: (i) a withdrawal, modification or qualification in any manner that is adverse to BOSC of the approval, recommendation or declaration of advisability by the AUB Board, or any such committee thereof with responsibility for the negotiation or oversight to the extent permitted by law of the transactions contemplated by this Agreement, the Merger or any of the other transactions contemplated hereby; (ii) the adoption, approval, recommendation, endorsement or declaration of advisability of the adoption of any Acquisition Proposal; (iii) the resolution, agreement or proposal by the AUB Board with responsibility for the negotiation or oversight of the transactions contemplated by this Agreement to the extent permitted by law, to take any such actions described in clauses (i) or (ii); or (D) the submission of this Agreement to AUB Shareholders without recommendation of approval.

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

of such Person; or (iii) the power to exercise a controlling influence over the management or policies of such Person.

"Agreement" means this Agreement and Plan of Merger, as amended or modified from time to time in accordance with Section 9.2.

"Alternative Acquisition Agreement" means any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other contract constituting or related to, or which is intended to or is reasonably likely to lead to, any Acquisition Proposal.

"Antitakeover Law" has the meaning set forth in Section 4.1(w).

"AUB" has the meaning set forth in the preamble to this Agreement.

"AUB Articles" means the Articles of Incorporation of AUB, as amended.

"AUB Benefit Plans" has the meaning set forth in Section 5.2(n)(i).

"AUB Board" means the Board of Directors of AUB.

"AUB Bylaws" means the Bylaws of AUB, as amended.

"AUB Common Stock" has the meaning set forth in the recitals to this Agreement.

"AUB Financial Statements" means: (i) the audited statements of financial condition (including related notes and schedules, if any) of AUB as of December 31, 2017, 2016 and 2015, and the statements of operations and comprehensive income, shareholders' equity and cash flows (including related notes and schedules, if any) of AUB for each of the years ended December 31, 2017, 2016 and 2015; (ii) the unaudited statements of financial condition (including related notes and schedules, if any) of AUB as of December 31, 2017 and the unaudited statements of operations and comprehensive income and shareholders' equity (including related notes and schedules, if any) of AUB for the twelve months ended December 31, 2017; and (iii) the statements of financial condition of AUB (including related notes and schedules, if any) and the statements of operations and comprehensive income and shareholders' equity (including related notes and schedules, if any) of AUB with respect to the monthly, quarterly and annual periods ending subsequent to December 31, 2017.

"AUB Loan Property" has the meaning set forth in Section 5.2(p).

"AUB Material Contract" or **"AUB Material Contracts"** has the meaning set forth in Section 5.2(l)(i).

"AUB Shareholders Meeting" has the meaning set forth in Section 6.7(b).

"Bank Secrecy Act" means the Bank Secrecy Act of 1970, as amended.

"BOSC" has the meaning set forth in the preamble to this Agreement.

"BOSC Articles" means the Articles of Association of BOSC, as amended.

"BOSC Board" means the Board of Directors of BOSC.

"BOSC Bylaws" means the Bylaws of BOSC, as amended.

"BOSC Common Stock" has the meaning set forth in the recitals to this Agreement.

"BOSC Financial Statements" means: (i) the audited consolidated statements of financial condition (including related notes and schedules, if any) of BOSC as of December 31, 2017, 2016 and 2015 and the consolidated statements of operations and comprehensive income, shareholders' equity and cash flows (including related notes and schedules, if any) of BOSC for each of the three years ended December 31, 2017, 2016 and 2015; (ii) the unaudited consolidated statements of financial condition (including related notes and schedules, if any) of BOSC as of December 31, 2017 and the unaudited consolidated statements of operations and comprehensive income and shareholders' equity (including related notes and schedules, if any) of BOSC for the twelve months ended December 31, 2017; and (iii) the unaudited consolidated statements of financial condition of BOSC (including related notes and schedules, if any) and the unaudited consolidated statements of operations and comprehensive income and shareholders' equity (including related notes and schedules, if any) of BOSC with respect to the monthly, quarterly and annual periods ending subsequent to December 31, 2017.

"BOSC Material Contract" or "BOSC Material Contracts" has the meaning set forth in Section 5.3(l)(i).

"BOSC Plans" means BOSC's 2001 Stock Option Plan and BOSC's 2011 Omnibus Equity Incentive Plan.

"BOSC Shareholder Meeting" has the meaning set forth in Section 6.7(b).

"Burdensome Condition" has the meaning set forth in Section 7.1(a).

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

"Certificate" has the meaning set forth in Section 3.1(a)(iii).

"CFC" means the California Financial Code.

"CGCL" means the California General Corporation Law.

"Closing Date" means the date on which the Effective Time occurs.

"Closing" has the meaning set forth in Section 7.1.

"Code" has the meaning set forth in the recitals to this Agreement.

"Commissioner" means the Commissioner of the Department of Business Oversight of the State of California.

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

"Confidentiality Agreement" has the meaning set forth in Section 6.4(c).

"Consents" has the meaning set forth in Section 6.10.

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

"DBO" means the Department of Business Oversight of the State of California.

"DBO Permit" has the meaning set forth in Section 6.14(a).

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

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

"Disclosure Schedule" has the meaning set forth in Section 5.1.

"Dissenting Shares" has the meaning set forth in Section 3.1(d).

"DOL" has the meaning set forth in Section 5.2(n)(i).

"Effective Time" has the meaning set forth in Section 2.2.

"Environmental Laws" means any applicable Law or agreement with any Governmental Authority relating to: (i) the protection, preservation or restoration of the environment (including without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource); and/or (ii) the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Hazardous Substance. The term Environmental Law includes without limitation: (a) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401, et

seq; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq; the Safe Drinking Water Act, 42 U.S.C. § 300f, et. seq.; and all comparable state and local Laws; and (ii) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to the presence of or exposure to any Hazardous Substance.

"Equal Credit Opportunity Act" means the Equal Credit Opportunity Act, as amended.

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

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

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

"ERISA Affiliate" has the meaning set forth in Section 5.2(n)(iii).

"Exchange Agent" has the meaning set forth in Section 3.3(a).

"Exchange Fund" has the meaning set forth in Section 3.3(a).

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

"Fair Housing Act" means the Fair Housing Act, as amended.

"FDIC" means the Federal Deposit Insurance Corporation.

"Federal Reserve Act" means the Federal Reserve Act, as amended.

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

"FHLB" means the Federal Home Loan Banks of San Francisco.

"FIRPTA" means the Foreign Investment in Real Property Tax Act of 1980.

"Former AUB Employees" has the meaning set forth in Section 6.4(b).

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

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

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

"Home Mortgage Disclosure Act" means the Home Mortgage Disclosure Act, as amended.

"Indemnified Parties" has the meaning set forth in Section 6.13.

"IRS" has the meaning set forth in Section 5.2(n)(i).

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

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

"Liens" means any charge, mortgage, pledge, security interest, restriction, claim, lien or encumbrance.

"Loan Package" has the meaning set forth in Section 4.1(s).

"Loans" has the meaning set forth in Section 4.1(s).

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

“Maximum Amount” has the meaning set forth in Section 6.2(c).

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

“National Labor Relations Act” means the National Labor Relations Act, as amended.

“NBA” means the National Bank Act, as codified at 12 U.S.C. Chapter 2.

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

“OCC” means the Office of the Comptroller of the Currency.

“OREO” means other real estate owned.

“Party Expenses” has the meaning set forth in Section 8.2(a)(iii)

“Pension Plan” has the meaning set forth in Section 5.2(n)(ii).

"Per Share Cash Consideration" has the meaning set forth in Section 3.1(a)(i).

"Per Share Merger Consideration" has the meaning set forth in Section 3.1(a).

"Per Share Stock Consideration" has the meaning set forth in Section 3.1(a)(i).

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

"Pre-Merger Financing" has the meaning set forth in Section 5.3(w).

"Pre-Merger Financing Price" has the meaning set forth in Section 5.3(w).

"Proxy Statement-Offering Circular" has the meaning set forth in Section 6.7(a).

"Record Holder" has the meaning set forth in Section 3.3(b).

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

"Representatives" has the meaning set forth in Section 6.5(a).

"Requisite AUB Shareholder Approval" has the meaning set forth in Section 7.1(c).

"Requisite BOSC Shareholder Approval" has the meaning set forth in Section 7.1(c).

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

"SEC" means the U.S. Securities and Exchange Commission.

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

"Shareholder Agreement" has the meaning set forth in the recitals to this Agreement.

"Shares" has the meaning set forth in Section 3.1(a).

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

"Superior Proposal" means any unsolicited, bona fide binding written Acquisition Proposal that is not obtained in breach of this Agreement and that the AUB Board determines in good faith (after consultation with outside counsel and its financial advisor, taking into account the identity of the Person making the proposal, all legal, financial, regulatory and other aspects of the Acquisition Proposal and this Agreement (including any proposal to adjust the terms and conditions of this Agreement) including any breakup fees, expense reimbursement provisions, conditions to and expected timing and risks of consummation and the form of consideration offered and the ability of the Person making such proposal to obtain financing and whether such financing is then fully committed for such Acquisition Proposal, and after taking into account all other legal, financial, strategic, regulatory and other aspects of such proposal: (i) is more favorable from a financial point of view to its shareholders than the Merger; (ii) is reasonably likely to receive all necessary Regulatory Approvals for the consummation of the transactions contemplated by the Superior Proposal; (iii) does not contain any condition to closing or similar contingency related to the ability of the Person making such proposal to obtain financing; and (iv) is reasonably likely of being completed on the terms proposed on a timely basis.

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

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

"Termination Fee" has the meaning set forth in Section 8.2(a)(ii).

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

1.2 **Rules of Construction.** Unless the context otherwise specifies and requires, each of the terms defined in this Article I shall, for all purposes of this Agreement, have

the meaning set forth herein and be equally applicable to both the singular and the plural forms and to the masculine and the feminine forms of the terms defined.

ARTICLE II

THE MERGER AND RELATED MATTERS

2.1 The Merger; Surviving Entity.

(a) The Merger. Subject to the terms and conditions of this Agreement, and pursuant to the applicable provisions of the NBA, the CGCL, the CFC, federal law and, to the extent applicable, the rules and regulations promulgated by the OCC and the DBO, at the Effective Time, AUB shall be merged with and into BOSC, with BOSC as the surviving bank.

(b) Surviving Entity. Upon the consummation of the Merger, the separate corporate existence of AUB shall cease and BOSC shall continue as the surviving entity under the NBA. The name of the surviving entity of the Merger shall remain "Bank of Southern California, National Association." From and after the Effective Time, BOSC, as the surviving entity of the Merger, shall possess all of the properties and rights and be subject to all of the liabilities and obligations of AUB.

(c) Articles of Association and Bylaws of the Surviving Entity. The Articles of Association and Bylaws of BOSC, as in effect immediately prior to the Effective Time, shall be the Articles of Association and Bylaws of BOSC, as the surviving corporation of the Merger, until either is thereafter amended in accordance with applicable Law.

(d) Directors and Officers of BOSC. The directors and officers of BOSC immediately prior to the Effective Time shall be the directors and officers of BOSC, as the surviving corporation of the Merger, until their respective successors shall be duly elected and qualified or otherwise duly selected; provided, however, that the BOSC Board shall take all actions legally necessary to cause the number of directors that will comprise the full BOSC Board promptly after the Effective Time to be increased by one (1), which one (1) vacancy shall be filled by one (1) individual serving on the AUB Board immediately prior to the effective time, as determined by BOSC, in its sole discretion.

2.2 Filing of Notice of Consummation. As soon as practicable, but in no event later than the tenth (10th) calendar day after which each of the conditions set forth in Article VII hereof has been satisfied or waived (other than those conditions that by their nature are to be satisfied at Closing) or such other time as the parties may agree, BOSC and AUB will file, or cause to be filed a written notice (the "Notice of Consummation"): (i) advising the OCC of the parties' intent to consummate the Merger at such time as the parties shall mutually agree (the "Effective Time"); and (ii) including with such Notice of Consummation, a certificate of the secretary of AUB certifying the approval of the Agreement by the AUB Board and the Requisite AUB Shareholder Approval; (iii) including with such Notice of Consummation, a certificate of the secretary of BOSC certifying the approval of the Agreement by the BOSC Board and by the

Requisite BOSC Shareholder Approval; and (iv) requesting such branch authorizations for any branch offices of AUB that will become branch offices of BOSC following the Effective Time.

ARTICLE III

EFFECT OF THE MERGER ON CAPITAL STOCK

3.1 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of AUB:

(a) Effect on AUB Common Stock. Each share of AUB Common Stock issued and outstanding immediately prior to the Effective Time (collectively, the "Shares"), other than Excluded Shares and Dissenting Shares, shall be converted into the right to receive the following (the "Per Share Merger Consideration");

(i) 0.4746 of a share of BOSC Common Stock (the "Per Share Stock Consideration"); and

(ii) \$7.00 in cash, subject to adjustment as described below (the "Per Share Cash Consideration").

(iii) At the Effective Time, all of the Shares shall cease to be outstanding, shall be cancelled and shall cease to exist subject to the rights of Dissenting Shares, and each certificate (each, a "Certificate," it being understood that any reference herein to "Certificate" shall be deemed, as appropriate, to include reference to book-entry account statements relating to the ownership of shares of AUB Common Stock, and it being further understood that provisions herein relating to Certificates shall be interpreted in a manner that appropriately accounts for book-entry shares, including that, in lieu of delivery of a Certificate and a letter of transmittal as specified herein, shares held in book-entry form may be transferred by means of an "agent's message" to the Exchange Agent or such other evidence of transfer as the Exchange Agent may reasonably request) formerly representing any of the Shares (other than Excluded Shares and Dissenting Shares) shall thereafter represent only the right to receive the Per Share Merger Consideration, without interest.

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

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

(d) Dissenting Shares. Each share of AUB Common Stock issued and outstanding immediately prior to the Effective Time, the holder of which has voted against this Agreement and the Merger contemplated hereby or provided written notice to AUB at or prior to the AUB Shareholders Meeting that such holder dissents from this Agreement and the Merger contemplated hereby, is referred to herein as a "Dissenting Share." Dissenting Shares owned by each holder thereof who has not exchanged his or her Certificates representing shares

of AUB Common Stock for certificates representing shares of BOSC Common Stock and otherwise has not effectively withdrawn or lost his or her dissenter's rights, shall not be converted into or represent the right to receive the Per Share Merger Consideration pursuant to Section 3.1(a) hereof and shall be entitled only to such rights as are available to such holder pursuant to the applicable provisions of Section 215a of the NBA. Each holder of Dissenting Shares shall be entitled to receive the value of such Dissenting Shares held by him or her in accordance with the applicable provisions of the NBA, provided such holder timely complies with the procedures contemplated by and set forth in the applicable provisions of Section 215a of the NBA. If any holder of Dissenting Shares shall effectively withdraw or lose his or her dissenter's rights under the applicable provisions of Section 215a of the NBA, then such Dissenting Shares shall be converted into the right to receive the Per Share Merger Consideration in accordance with the provisions of Section 3.1(a) hereof.

3.2 Outstanding Options. At the Effective Time, any outstanding unexercised options to acquire shares of AUB Common Stock will be canceled and shall not be assumed by BOSC. In lieu thereof, each such stock option shall be cashed out by a cash payment to the option holder from AUB prior to the Effective Time, calculated by multiplying (i) the difference between the exercise price and \$14.00, times (ii) the number of shares under option. For example, if an optionee holds an option for 100 shares with an exercise price of \$10.00 per share, the optionee would receive from AUB cash in the amount of \$400.00, calculated by multiplying \$4.00 (\$14.00 - \$10.00) by 100.

3.3 Exchange of Certificates.

(a) Exchange Agent. At the Effective Time, BOSC shall make available or cause to be made available to an exchange agent selected by BOSC with AUB's prior approval, which shall not be unreasonably withheld (the "Exchange Agent"), a sufficient number of shares of BOSC Common Stock and a sufficient amount of cash in order for the Exchange Agent to distribute the merger consideration (the "Exchange Fund"). The Exchange Agent shall invest the cash portion of the Exchange Fund as directed by BOSC; provided that such investments shall be in a bank account of a federally insured depository institution or in short term (90 days or less) obligations of, or guaranteed by, the United States of America. Any interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under Section 3.1 shall be promptly returned to BOSC.

(b) Exchange Procedures. As soon as practicable after the Effective Time, BOSC shall cause the Exchange Agent to mail to each Person that was, immediately prior to the Effective Time, a holder of shares of AUB Common Stock (a "Record Holder") (other than holders of Excluded Shares) represented by Certificates: (i) a letter of transmittal specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or affidavits of loss in lieu of the Certificates as provided in Section 3.3(h)) to the Exchange Agent, such customary letter of transmittal to be in such form and have such other provisions as BOSC and AUB may reasonably agree; and (ii) instructions for use in effecting the surrender of the Certificates (or affidavits of loss in lieu of the Certificates as provided in Section 3.3(h)) in exchange for the Per Share Merger Consideration. Upon surrender of the Certificates for exchange and cancellation to the

Exchange Agent, together with such letter of transmittal duly completed and executed, the Record Holder shall be entitled to promptly receive in exchange for each share of AUB Common Stock represented by such surrendered Certificates: (i) the Per Share Stock Consideration which such Record Holder has the right to receive pursuant to Section 3.1(a)(i) hereof; and (ii) the Per Share Cash Consideration which the Record Holder has the right to receive pursuant to Section 3.1(a)(ii) hereof (after giving effect to any required Tax withholdings as provided in Section 3.4), with any amount of less than one cent being rounded up to the nearest whole number. Certificates so surrendered shall be cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. BOSC shall be entitled to rely upon the stock transfer books of AUB to establish the identity of those Persons entitled to receive the Per Share Merger Consideration specified in this Agreement, which books shall be conclusive with respect thereto. In the event of a dispute with respect to ownership of stock represented by any Certificate, BOSC shall be entitled to deposit the Per Share Merger Consideration in respect thereof in escrow with an independent third party and thereafter be relieved with respect to any claims thereto.

(c) Procedures Relating to Dissenting Shares. Holders of Dissenting Shares shall have thirty (30) days following the Effective Time of the Merger to comply with the procedures contemplated by and set forth in Section 215a of the NBA in order to perfect such holder's appraisal rights afforded thereunder.

(d) Distributions with Respect to Unexchanged Shares. All shares of BOSC Common Stock to be issued pursuant to the Merger shall be deemed issued and outstanding as of the Effective Time and, whenever a dividend or other distribution is declared by BOSC in respect of the BOSC Common Stock, the record date for which is at or after the Effective Time, that declaration shall include dividends or other distributions in respect of all shares issuable pursuant to this Agreement. No dividends or other distributions in respect of the BOSC Common Stock shall be paid to any holder of any unsurrendered Certificate until such Certificate (or affidavits of loss in lieu of the Certificate as provided in Section 3.3(h)) is surrendered for exchange in accordance with this Article III. Subject to the effect of applicable Laws, following surrender of any such Certificate (or affidavits of loss in lieu of the Certificate as provided in Section 3.3(h)), there shall be issued and/or paid to the holder of the Certificates representing whole shares of BOSC Common Stock issued in exchange therefor, without interest, (A) at the time of such surrender, the dividends or other distributions with a record date at or after the Effective Time theretofore payable with respect to such whole shares of BOSC Common Stock and not paid and (B) at the appropriate payment date, the dividends or other distributions payable with respect to such whole shares of BOSC Common Stock with a record date at or after the Effective Time and a payment date subsequent to the time of such surrender.

(e) Transfers. The Per Share Merger Consideration delivered in accordance with the terms of this Article III upon the surrender of the Certificates shall be deemed to have been delivered in full satisfaction of all rights pertaining to such Shares (other than the right to receive the payments and deliveries contemplated by this Article III). At the Effective Time, holders of Certificates shall cease to have rights with respect to AUB Common Stock previously represented by such Certificates, and such holders' sole rights (other than the holders of Certificates representing Dissenting Shares) shall be to exchange such Certificates

for the Per Share Merger Consideration in respect of the Shares represented thereby. From and after the Effective Time, there shall be no further registration of transfers on the stock transfer books of AUB of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate is presented to BOSC or the Exchange Agent for transfer, it shall be cancelled and exchanged for the Per Share Merger Consideration to which the holder of the Certificate is entitled pursuant to this Article III.

(f) Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of BOSC Common Stock will be issued in respect of a holder's Shares. In lieu thereof, any holder of Shares entitled to receive a fractional share of BOSC Common Stock but for this Section 3.3(f) shall be entitled to receive a cash payment, which payment shall be calculated by the Exchange Agent as an amount equal to the product of (i) such fractional share interest times (ii) \$14.75. All fractional shares to which a single record holder of Shares would otherwise be entitled to receive hereunder shall be aggregated and calculations shall be rounded to four decimal places.

(g) Termination of Exchange Fund. Any portion of the Exchange Fund (including cash, certificates representing shares of BOSC Common Stock and the proceeds of any investments of the Exchange Fund) that remains unclaimed by the shareholders of AUB for 180 days after the Effective Time (or such other time as shall be expressly provided in the agreement with the Exchange Agent with respect to the Exchange Fund) may be delivered to BOSC. Any holder of Shares (other than Excluded Shares and Dissenting Shares) that has not theretofore complied with this Article III shall, after any remaining portion of the Exchange Fund has been delivered to BOSC, thereafter look only to BOSC for payment of the Per Share Merger Consideration (after giving effect to any required tax withholdings as provided in Section 3.4) upon due surrender of his/her/its Certificates (or affidavits of loss in lieu of the Certificates), without any interest thereon. Notwithstanding the foregoing, none of BOSC, the Exchange Agent or any other Person shall be liable to any former holder of Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

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

3.4 Withholding Rights. BOSC and Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of AUB Common Stock such amounts as it is required to deduct and withhold with respect to the making of such payments under the Code, or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by BOSC or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been

paid to the holder of shares of AUB Common Stock in respect of which such deduction and withholding was made by BOSC.

ARTICLE IV

ACTIONS PENDING THE MERGER

4.1 Forbearances by AUB. From the date hereof and until the Effective Time, except as expressly contemplated or permitted by this Agreement, required by a Governmental Authority of competent jurisdiction, or as reasonably requested by BOSC, without the prior written consent of BOSC (which such consent shall not be unreasonably withheld or delayed), AUB shall not:

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

(b) Capital Stock. (i) Except as set forth on Schedule 4.1(b) of the AUB Disclosure Schedule, issue, sell or otherwise permit to become outstanding, or authorize the issuance of or creation of, any additional shares of stock or any Rights or other Rights (other than the issuance of common stock upon exercise of stock options outstanding on the date of this Agreement in accordance with their respective terms); (ii) adjust, split, combine or reclassify any capital stock; (iii) enter into any agreement, understanding or arrangement with respect to the sale or voting of common stock; or (iv) directly or indirectly redeem, purchase or otherwise acquire any shares of capital stock or equity interests or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of capital stock or equity interests.

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

(d) Compensation; Employment Agreements; Etc. Except as set forth on Schedule 4.1(d) of the AUB Disclosure Schedule, enter into, amend, renew or accelerate the vesting or payment under, any employment, consulting, severance, change in control, bonus, salary continuation or other similar agreements, arrangements or benefit plans with any current or former director, officer or employee or grant any salary or wage increase or award any incentive or other bonus payment or increase any employee benefit (including incentive or bonus payments), except: (i) for other changes that are required by applicable Law; (ii) to satisfy contractual obligations existing as of the date hereof as set forth on Schedule 4.1(d)(ii) of the AUB Disclosure Schedule; or (iii) normal annual salary increases made in the ordinary course of business consistent in amount and timing with past practices to employees.

(e) Hiring. Hire any person as an employee or promote any employee, except: (i) to satisfy contractual obligations existing as of the date hereof as set forth on Schedule 4.1(f) of the AUB Disclosure Schedule; or (ii) to fill any vacancies arising after the date hereof and whose employment is terminable at will and who are not subject to or eligible for any severance or similar benefits or payments that would become payable as a result of the transactions contemplated hereby or the consummation thereof.

(f) Benefit Plans. Enter into, establish, adopt, amend or terminate, or make any contributions to, except (i) as may be required by applicable Law or (ii) to satisfy contractual obligations existing as of the date hereof as set forth on Schedule 4.1(f) of the AUB Disclosure Schedule, any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan, grant, award or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any current or former director, officer or employee or take any action to accelerate the vesting or exercisability of any compensation or benefits payable thereunder, other than actions related to the transactions contemplated by this Agreement.

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

(h) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice), including by merger or consolidation, purchasing any equity interest in or making any investment in a partnership or joint venture, all or any portion of the assets, business, securities (other than by way of foreclosures or acquisitions in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary course of business consistent with past practice), Deposits or properties of any other Person.

(i) Capital Expenditures. Other than: (i) in accordance with binding commitments existing on the date hereof as set forth on Schedule 4.1(i)(A) of the AUB Disclosure Schedule; (ii) capital expenditures in the ordinary course of business consistent with past practice; and (iii) capital expenditures set forth on Schedule 4.1(i)(B) of the AUB Disclosure Schedule, make any capital expenditures in amounts exceeding \$30,000 per project or \$75,000 in the aggregate, except for emergency repairs or replacements.

(j) Governing Documents. Amend the AUB Articles or the AUB Bylaws or any other governing documents or enter into a plan of consolidation, merger, share exchange or reorganization with any Person, or a letter of intent or agreement in principle with respect thereto, except as provided in Section 6.5.

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

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

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

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

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

(p) Derivatives Contracts. Enter into any Derivatives Contract, except in the ordinary course of business consistent with past practice.

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

(r) Investment Securities. Acquire or otherwise invest in (other than by way of foreclosures or acquisitions in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary course of business consistent with past practice) any (i) Equity Investment, or (ii) debt security, in each case other than in the ordinary course of business consistent with past practice.

(s) Loans. Except to satisfy contractual obligations existing as of the date hereof as set forth on Schedule 4.1(s) of the AUB Disclosure Schedule; (i) make, renew or otherwise modify any loan, loan commitment, letter of credit or other extension of credit originated or to be originated (collectively, "Loans") in a manner that is inconsistent with its ordinary course of business, inconsistent with its lending policies and procedures in effect as of the date of this Agreement, or in the case of a modification or renewal would reduce the outstanding unpaid principal and interest owed under the Loan prior to its modification or renewal; (ii) take any action that would result in any discretionary release of collateral or guarantees or otherwise restructure the respective amounts set forth in clause (i) above; (iii) make or commit to make any Loan to, or enter into any transaction with, any directors, officers, employees or any of its Affiliates; or (iv) enter into any Loan securitization or create any special purpose funding entity. For any new Loan to be originated by AUB or renewal in a principal amount such that the total loans outstanding to such borrower, including unfunded commitments would be, in excess of \$500,000, prior to committing to extend or renew such Loan, AUB shall provide BOSC with a copy of the loan underwriting analysis and credit memo of AUB with respect to the proposed Loan (the "Loan Package"). AUB shall consider any comments that may be raised by BOSC within forty-eight (48) hours of BOSC's receipt of the Loan Package. If BOSC fails to respond to AUB within forty-eight (48) hours after receipt by BOSC of the Loan Package, BOSC shall be deemed to have no comments on such Loan.

(t) Investments in Real Estate. Make any investment or commitment to invest in real estate or in any real estate development project (other than by way of foreclosure or acquisitions in a bona fide fiduciary capacity or in satisfaction of a debt previously contracted in good faith, in each case in the ordinary course of business consistent with past practice).

(u) Adverse Actions. Knowingly take or fail to take any action: (i) that is intended or may reasonably be expected to result in (A) any of its representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Time or (B) any of the conditions to the transactions contemplated set forth in Section 7.2 not being satisfied or (ii) which would reasonably be expected to materially and adversely impair or delay consummation of the transactions contemplated hereby beyond the time period contemplated by this Agreement, except, in each case, as may be required by applicable Law or regulation.

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

(w) Antitakeover Statutes. Take any action: (i) that would cause this Agreement or the transactions contemplated hereby to be subject to the provisions of any state antitakeover law or state or territorial law that purports to limit or restrict business combinations or the ability to acquire or vote shares ("Antitakeover Law"); or (ii) to exempt or make not subject to the provisions of any Antitakeover Law or state Law that purports to

limit or restrict business combinations or the ability to acquire or vote shares, any Person or any action taken thereby, which Person or action would have otherwise been subject to the restrictive provisions thereof and not exempt therefrom.

(x) Affiliate Transactions. Enter into any transaction, commitment, arrangement or other activity with a related entity, Affiliate or Subsidiary other than (i) compensation in the ordinary course of business consistent with past practice, or (ii) Deposit transactions.

(y) Interest on Deposits. Increase the rate of interest paid on interest-bearing Deposits or on certificates of Deposit, except in a manner and pursuant to policies and the ordinary course of business consistent with past practices and otherwise consistent with general economic and competitive conditions in AUB's market area.

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

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

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

(b) Capital Stock. (i) Adjust, split, combine or reclassify any capital stock, or (ii) directly or indirectly redeem, purchase or otherwise acquire any shares of capital stock or equity interests or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable for any shares of capital stock or equity interests.

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

(d) Governing Documents. Amend the BOSC Articles or the BOSC Bylaws or any other governing documents.

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

(f) Adverse Actions. Knowingly take or fail to take any action: (i) that is intended or may reasonably be expected to result in (A) any of its respective representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Time or (B) any of the conditions to the transactions contemplated set forth in Section 7.3 not being satisfied; or (ii) which would reasonably be expected to materially and adversely impair or delay consummation of the transactions contemplated hereby beyond the time period contemplated by this Agreement, except, in each as may be required by applicable or regulation.

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

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

(i) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in a satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice), including by merger or consolidation, purchasing any equity interest in or making any investment in a partnership or joint venture, all or any portion of the assets, business, securities (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in a satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice), Deposits or properties of any other Person.

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

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Disclosure Schedules. On or prior to the date hereof, AUB has delivered to BOSC, and BOSC has delivered to AUB, a confidential schedule (the "Disclosure Schedule") setting forth, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof or as an exception to one or more representations or warranties contained in Article V or to one or more of its covenants contained in Article IV or Article VI. Any information disclosure in any section

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

(iii) Since December 31, 2017, AUB has not incurred any liabilities that are required to be reflected on a balance sheet in accordance with GAAP, except: (A) as disclosed on **Schedule 5.2(h)(iii) of the AUB Disclosure Schedule**; (B) liabilities properly accrued or reserved against in the balance sheet of AUB as of December 31, 2017; (C) liabilities and obligations incurred since December 31, 2017 in the ordinary course of business consistent with past practice; (D) liabilities and obligations that are not material to AUB; and (E) any liabilities and obligations incurred with respect to the transactions contemplated by this Agreement.

(iv) Since December 31, 2017: (A) AUB has conducted its business in the ordinary and usual course consistent with past practice; and (B) no event has occurred or circumstance arisen that, individually or taken together with all other facts, circumstances and events (described in any paragraph of this Section 5.2 or otherwise), has had or is reasonably likely to have a Material Adverse Effect with respect to AUB.

(v) No agreement pursuant to which any loans or other assets have been or shall be sold by AUB entitled the buyer of such loans or other assets to cause AUB to repurchase such loan or other asset or the buyer to pursue any other form of recourse against AUB. No cash, stock or other dividends or any other distribution with respect to the capital stock of AUB has been declared, set aside or paid since December 31, 2017. Since December 31, 2017, no shares of capital stock of AUB have been purchased, redeemed or otherwise acquired, directly or indirectly, by AUB and no agreements have been made by AUB to do any of the foregoing.

(i) **Legal Proceedings.** Except as set forth in **Schedule 5.2(i) of the AUB Disclosure Schedule**, no litigation, arbitration, claim or other proceeding before any court or governmental agency is pending against AUB, individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect with respect to AUB and, to the Knowledge of AUB, no such litigation, arbitration, claim or other proceeding has been threatened and there are no facts which could reasonably give rise to such litigation, arbitration, claim or other proceeding. Neither AUB, nor any of the properties owned by AUB, is a party to or subject to any order, judgment, decree or regulatory restriction that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect with respect to AUB.

(j) **Regulatory Matters.**

(i) AUB has duly filed with the appropriate Governmental Authorities in substantially the correct form the monthly, quarterly and annual reports required to be filed by it under applicable Laws and regulations, and such reports were in all material respects complete and accurate and in compliance with the requirements of applicable Laws and regulations, and AUB has previously made available to BOSC accurate and complete copies of all such reports. Except as set forth on **Section 5.2(i)(i) of the AUB**

of such party's Disclosure Schedule shall apply only to the indicated section of this Agreement except to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is relevant to another section of this Agreement.

5.2 Representations and Warranties of AUB. AUB hereby represents and warrants to BOSC that, except as set forth in the AUB Disclosure Schedule:

(a) Organization, Standing and Authority. AUB is a California state-chartered commercial bank duly organized and validly existing under the Laws of the State of California and it is duly authorized by the DBO to conduct business as a state-chartered bank. AUB is duly licensed or qualified to do business and is in good standing in each jurisdiction where its ownership or leasing of property or assets or the conduct of its business requires it to be so licensed or qualified, except where the failure to be so licensed or qualified would not reasonably be expected to have a Material Adverse Effect, materially impair the ability of AUB to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. AUB has in effect all federal, state, local and foreign governmental authorizations necessary for it to own or lease its properties and assets and to carry on its business as it is now conducted, except where the failure to be so authorized would not reasonably be expected to have a Material Adverse Effect, materially impair the ability of AUB to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. The Deposit accounts of AUB are insured by the FDIC, in the manner and to the maximum extent provided by applicable Law, and AUB has paid all Deposit insurance premiums and assessments required by applicable Laws and regulations. The copies of the AUB Articles, the AUB Bylaws, and the other governing documents of AUB which have been previously made available to BOSC are true, complete and correct copies of such documents as in effect on the date of this Agreement. The minute books of AUB contain true, complete and correct records in all material respects of all meetings and other material corporate actions held or taken by the AUB Board (including committees of the AUB Board), as well as the shareholders of AUB through the date hereof.

(b) AUB Capital Structure.

(i) The authorized capital stock of AUB consists of (i) 20,000,000 shares of AUB Common Stock, no par value per share, of which 2,923,150 shares are issued and outstanding as of the date hereof, and 10,000,000 of serial preferred stock, of which no shares are issued and outstanding. AUB also has 851,045 shares of AUB Common Stock reserved for issuance under the AUB Benefit Plans, and does not have any other shares of capital stock authorized, designated, issued or outstanding. All outstanding shares of AUB's capital stock: (i) have been duly authorized and validly issued and are fully paid, non-assessable and not subject to preemptive rights or similar rights created by statute, the AUB Articles, the AUB Bylaws or any agreement to which AUB is a party, and (ii) have been offered, sold, issued and delivered by AUB in all material respects in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends with respect to any shares of AUB capital stock.

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

(iii) Section 5.2(b)(iii) of the AUB Disclosure Schedule lists, in reasonable detail, all options for shares of AUB Common Stock, the names of the grantees, the grant date, the exercise prices, and the termination dates thereof. Other than options for 485,114 shares of AUB Common Stock as set forth on Section 5.2(b)(iii) of the AUB Disclosure Schedule, there are no Rights or agreements obligating AUB to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any AUB capital stock or any capital stock or equity or other ownership interest of AUB or obligating AUB to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such Right. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or other similar rights with respect to AUB.

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

(c) Subsidiaries. AUB does not have any Subsidiaries.

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

(e) Corporate Authority.

(i) Subject to receipt of the Requisite AUB Shareholder Approval, this Agreement and the transactions contemplated hereby have been authorized and approved by all necessary corporate action of AUB on or prior to the date hereof and will remain in full force and effect through the earlier of the Closing or termination of this Agreement. No other corporate or shareholder action is necessary or required to authorize and approve this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by AUB and, assuming due authorization, execution and delivery by BOSCO, this Agreement is a valid and legally binding obligation of AUB, enforceable in accordance with its terms (except as enforceability may be limited by

applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, by general equity principles, or by Section 8(b)(6)(D) of the Federal Deposit Insurance Act, 12 U.S.C. § 1818(b)(6)(D))).

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

(f) Regulatory Approvals. No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or any regulatory approvals from any third party are required to be made or obtained by AUB or any of its Affiliates in connection with the execution, delivery or performance by AUB of this Agreement or to consummate the transactions contemplated hereby, except for: (A) filings of applications or notices with, and approvals or waivers by the OCC and the DBO, as may be required; (B) the filing of an application for, and the issuance of, a permit as contemplated by Section 6.14 herein; (C) filings of applications and notices with certain states and the receipt of all necessary state securities and "Blue Sky" permits or approvals; and (D) the submission of the Notice of Consummation to the OCC with respect to the Merger.

(g) No Conflict. The execution and delivery by AUB of this Agreement and the consummation of the transactions provided for in this Agreement: (i) do not violate any provision of the AUB Articles, the AUB Bylaws, or any provision of applicable federal or state Law or any governmental rule or regulation (assuming receipt of the required approval of any Governmental Authority and receipt of the Requisite AUB Shareholder Approval); and (ii) except as set forth in Schedule 5.2(g) of the AUB Disclosure Schedule, do not require any consent of any Person under, conflict with or result in a breach of, or accelerate the performance required by any of the terms of, any material debt instrument, lease, license, covenant, agreement or understanding to which AUB is a party or by which it is bound, or any order, ruling, decree, judgment, arbitration award or stipulation to which AUB is subject, or constitute a default thereunder or result in the creation of any Lien, restriction or right of any third party of any kind whatsoever upon any of the properties or assets of AUB.

(h) Financial Statements; Material Adverse Effect.

(i) AUB has previously made available to BOSCO accurate and complete copies of the AUB Financial Statements, except as of and for the fiscal year ended December 31, 2017. The AUB Financial Statements as of and for the fiscal years ended December 31, 2016 and 2015 are accompanied by the audit report of Hutchinson and Bloodgood LLP and fairly present in all material respects the financial condition of AUB as of the respective dates set forth therein, and the results of operations, changes in shareholders' equity and cash flows (if applicable) of AUB for the respective periods or as of the respective dates set forth therein.

Disclosure Schedule, in connection with the most recent examinations of AUB by the appropriate Governmental Authorities, AUB was not required to correct or change any action, procedure or proceeding which AUB believes in good faith has not been now corrected or changed, other than corrections or changes which, if not made, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on AUB.

(ii) Except as set forth in Section 5.2(j)(ii) of the AUB Disclosure Schedule, AUB is not a party to or subject to any order, decree, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, nor, except in the normal course of business, has AUB adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Authority. AUB has paid all assessments made or imposed by any Governmental Authority.

(iii) Except as set forth in Section 5.2(j)(iii) of the AUB Disclosure Schedule, since December 31, 2015, no Governmental Authority has initiated or has pending any proceeding, enforcement action or, to the Knowledge of AUB, investigation or inquiry into the business, operations, policies, practices or disclosures of AUB (other than normal examinations conducted by a Governmental Authority in the ordinary course of the business of AUB), or, to the Knowledge of AUB, threatened any of the foregoing.

(iv) AUB is "well-capitalized" as defined by applicable Laws and regulations. The most recent regulatory rating given to AUB as to compliance with the Community Reinvestment Act is "Satisfactory" or better. Since the last regulatory examination of AUB with respect to Community Reinvestment Act compliance, AUB has not received any complaints as to Community Reinvestment Act compliance, and no proceedings are pending, nor to the Knowledge of AUB, threatened with respect to any violations of consumer fair lending Laws or regulations.

(k) Compliance with Laws. Except as set forth in Schedule 5.2(k) of the AUB Disclosure Schedule, AUB:

(i) is and at all times since December 31, 2016 has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority applicable thereto or to the employees conducting such businesses, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Home Mortgage Disclosure Act, the Bank Secrecy Act, the USA PATRIOT Act, all other applicable fair lending Laws and other Laws relating to discriminatory business practices;

(ii) has and at all times since December 31, 2016 has had all permits, licenses, franchises, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities (and has paid all fees and assessments due and payable in connection therewith) that are required in order to permit it to own or lease its properties and to conduct its business as presently conducted,

except where the failure to do so would not have a Material Adverse Effect on AUB; and all such permits, licenses, franchises, certificates of authority, orders and approvals are in full force and effect and, to the Knowledge of AUB, no suspension or cancellation of any of them is pending or threatened;

(iii) has not received, since December 31, 2016, any notification or communication from any Governmental Authority (A) asserting that AUB is not in compliance with any of the statutes, regulations or ordinances which such Governmental Authority enforces or (B) threatening to revoke any license, franchise, permit or governmental authorization (nor, to the Knowledge of AUB, do any grounds for any of the foregoing exist);

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

(v) is and at all times since December 31, 2016 has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority relating to abandoned property, escheat or similar laws.

(l) AUB Material Contracts; Defaults.

(i) Except as set forth in Schedule 5.2(l) of the AUB Disclosure Schedule, AUB is not a party to, bound by or subject to any agreement, contract, arrangement, commitment or understanding (whether written or oral): (A) with respect to the employment of any of its directors, officers, employees or consultants; (B) which would entitle any present or former director, officer, employee or agent of AUB to indemnification from AUB; (C) which is an agreement (including data processing, software programming, consulting and licensing contracts) not terminable on 60 days or less notice and involving the payment or value of more than \$50,000 per annum; (D) which is with or to a labor union or guild (including any collective bargaining agreement); (E) which relates to the incurrence of indebtedness (other than Deposit liabilities, advances and loans from the FHLB, and sales of securities subject to repurchase, or similar obligation, in each case, in the ordinary course of business); (F) which grants any Person a right of first refusal, right of first offer or similar right with respect to any material properties, rights, assets or business of AUB; (G) which involves the purchase or sale of assets with a purchase price of \$50,000 or more in any single case or \$100,000 in all such cases, other than purchases and sales of investment securities

and loans in the ordinary course of business consistent with past practice; (H) which is a consulting agreement, license or service contract (including data processing, software programming and licensing contracts and outsourcing contracts) which involves the payment of \$50,000 or more in annual fees; (I) which provides for the payment by AUB of payments upon a change of control thereof; (J) which is a lease for any real or material personal property owned or presently used by AUB; (K) which materially restricts the conduct of any business by AUB or limits the freedom of AUB to engage in any line of business in any geographic area (or would so restrict AUB after consummation of the transactions contemplated hereby) or which requires exclusive referrals of business or requires AUB to offer specified products or services to their customers or depositors on a priority or exclusive basis; (L) which is with respect to, or otherwise commits AUB to do, any of the foregoing; or (M) which is a material contract (as defined in Item 601(b)(10) of Regulation S-K of the SEC) (all of the foregoing collectively, "**AUB Material Contracts**").

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

(iii) All outstanding Loans from AUB to its officers and directors are set forth on Section 5.2(l)(iii) of the AUB Disclosure Schedule, and except as set forth thereon, there has been no default on, or forgiveness or waiver of, in whole or in part, any such Loan during the two years immediately preceding the date hereof.

(m) No Brokers. Other than for financial advisory services performed for AUB by Keefe, Bruyette & Woods pursuant to an agreement dated November 2, 2017 and provided to BOSCO, no action has been taken by AUB that would give rise to any valid claim against any party hereto for a brokerage commission, finder's fee or other like payment with respect to the transactions contemplated hereby. The AUB Board has received the opinion (which, if initially rendered verbally, has been or will be confirmed by a written opinion, dated the same date) of Keefe, Bruyette & Woods, to the effect that, as of the date of such opinion, and based upon and subject to the factors, assumptions, and limitations set forth therein, the Per Share Merger Consideration to be received by the holders of AUB Common Stock in the Merger is fair, from a financial point of view, to such holders.

(n) Employee Benefit Plans.

(i) Section 5.2(n)(i) of the AUB Disclosure Schedule lists all benefit and compensation plans, contracts, policies or arrangements covering current or former employees of AUB and current or former directors or independent contractors of AUB, including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of ERISA, and severance, employment, change in control, fringe benefit, deferred compensation, stock option, stock purchase, stock appreciation rights, stock based, incentive and bonus plans, agreements, programs, policies or other arrangements (the "**AUB Benefit**

Plans”). AUB has previously made available to BOSC true and complete copies of: (A) all AUB Benefit Plans including, but not limited to, any trust instruments and insurance contracts forming a part of any AUB Benefit Plans and all amendments thereto; (B) the most recent annual report (Form 5500), together with all schedules, as required, filed with the Internal Revenue Service (“IRS”) or Department of Labor (the “DOL”), as applicable, and any financial statements and opinions required by Sections 103(a)(3) and 103(e) of ERISA with respect to each AUB Benefit Plan; (C) for each AUB Benefit Plan which is a “top-hat” plan, a copy of filings with the DOL; (D) the most recent determination letter issued by the IRS (or, in the case of an AUB Benefit Plan maintained pursuant to the adoption of a prototype or volume submitter document a copy of an opinion or notification letter issued by the IRS to the sponsor of the prototype or volume submitter document upon which AUB is entitled to rely stating that the form of the prototype or volume submitter plan document is acceptable for the establishment of a qualified retirement plan), for each AUB Benefit Plan that is intended to be “qualified” under Section 401(a) of the Code; (E) the most recent summary plan description and any summary of material modifications, as required, for each AUB Benefit Plan; (F) the most recent actuarial report, if any relating to each AUB Benefit Plan; (G) the most recent actuarial valuation, study or estimate of any retiree medical and life insurance benefits plan or supplemental retirement benefits plan; and (H) the most recent summary annual report for each AUB Benefit Plan required to provide summary annual reports by Section 104 of ERISA.

(ii) Each AUB Benefit Plan has been established and administered to date in all material respects in accordance with the applicable provisions of ERISA, the Code and applicable Law and with the terms and provisions of all documents, contracts or agreements pursuant to which such AUB Benefit Plan is maintained. Each AUB Benefit Plan which is an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA (a “Pension Plan”) and which is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter from the IRS, and AUB is not aware of any circumstances likely to result in revocation of any such favorable determination letter or the loss of the qualification of such Pension Plan under Section 401(a) of the Code. AUB has not received any correspondence or written or verbal notice from the IRS, DOL, any other governmental agency, any participant in or beneficiary of, an AUB Benefit Plan, or any agent representing any of the foregoing that brings into question the qualification of any such AUB Benefit Plan. There is no material pending or, to AUB’s Knowledge, threatened litigation relating to the AUB Benefit Plans. AUB has not engaged in a transaction with respect to any AUB Benefit Plan or Pension Plan that could subject it to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which would be material. There are no matters pending before the IRS, DOL or other governmental agency with respect to any AUB Benefit Plan. Since January 1, 2016, no AUB Benefit Plan or related trust has been the subject of an audit, investigation or examination by a Governmental Authority.

(iii) No liability under Title IV of ERISA has been or is expected to be incurred by AUB with respect to any ongoing, frozen or terminated “single-employer plan,” within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by it or the single-employer plan of any entity which is considered one employer with AUB under Section 4001 of ERISA or Section 414 of the Code (an “ERISA Affiliate”).

AUB has not incurred, and does not expect to incur, any withdrawal liability with respect to a multiemployer plan (as defined in 4001(a)(3) of ERISA) under Title IV of ERISA (regardless of whether based on contributions of an ERISA Affiliate). No notice of a "reportable event," within the meaning of Section 4043 of ERISA for which the 30-day reporting requirement has not been waived, has been required to be filed for any Pension Plan or by any ERISA Affiliate or will be required to be filed in connection with the transactions contemplated hereby. There has been no termination or partial termination, as defined in Section 411(d) of the Code and the regulations thereunder, of any Pension Plan.

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

(v) Except as set forth on Schedule 5.2(n)(v) of the AUB Disclosure Schedule, AUB does not have any obligations for retiree health and life benefits under any AUB Benefit Plan, other than coverage as may be required under Section 4980B of the Code or Part 6 of Subtitle B of Title I of ERISA, or under the continuation of coverage provisions of the Laws of any state or locality. AUB may amend or terminate any such AUB Benefit Plan in accordance with and to the extent permitted by its terms at any time without incurring any additional liability thereunder. No event or condition exists with respect to any AUB Benefit Plan that could subject AUB to a material tax under Section 4980B of the Code.

(vi) Except as set forth on Schedule 5.2(n)(vi) of the AUB Disclosure Schedule, neither the execution of this Agreement nor consummation of the transactions contemplated hereby, either alone or in connection with a subsequent event: (A) entitle any employees or any current or former director or independent contractor of AUB to severance pay or any increase in severance pay upon any termination of employment after the date hereof; (B) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any of the AUB Benefit Plans; (C) result in any breach or violation of, or a default under, any of the AUB Benefit Plans; (D) result in any payment that would be a "parachute payment" to a "disqualified individual" as those terms are defined in Section 280G of the Code, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future; or (E) result in any payment or portion of any payment that would not be deductible by AUB under Section 162(m) of the Code when paid.

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

each AUB Benefit Plan have been made, and any taxes due in connection with such filings have been paid.

(viii) No AUB Benefit Plan is or has been funded by, associated with, or related to a "voluntary employee's beneficiary association" within the meaning of Section 501(c)(9) of the Code, a "welfare benefit fund" within the meaning of Section 419 of the Code, a "qualified asset account" within the meaning of Section 419A of the Code or a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

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

(c) Labor Matters. Except as set forth on Schedule 5.2(o) of the AUB Disclosure Schedule, AUB is not a party to and is not bound by any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is AUB the subject of a proceeding asserting that it has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel AUB to bargain with any labor organization as to wages or conditions of employment, nor is there any strike or other labor dispute involving it pending or, to AUB's Knowledge, threatened, nor, to AUB's Knowledge, are any employees of AUB seeking to certify a collective bargaining unit or engaging in other organizational activity. Since January 1, 2016, AUB has paid in full all wages, salaries, commissions, bonuses, benefits and other compensation due to its employees or otherwise arising under any policy, practice, agreement, plan, program, statute or other law.

(p) Environmental Matters. To the Knowledge of AUB, there are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, private environmental investigations, remediation activities or governmental investigations of any nature seeking to impose on AUB any liability or obligation arising under any Environmental Laws pending or threatened against AUB, which liability or obligation could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on AUB. To the Knowledge of AUB, there is no reasonable basis for any such proceeding, claim, action, environmental remediation or investigation that could impose any liability or obligation that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on AUB. To the Knowledge of AUB, AUB is in compliance in all material respects with applicable Environmental Laws. To the Knowledge of AUB, no real property (including buildings or other structures) currently or formerly owned or operated by AUB or any property in which AUB has held a security interest, Lien or a fiduciary or management role ("AUB Loan Property"), has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material Adverse Effect with respect to AUB. AUB could not be deemed the owner or operator of, nor has either participated in the management regarding Hazardous Substances of, any AUB Loan Property or any property of AUB which has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material

Adverse Effect with respect to AUB. To the Knowledge of AUB, AUB does not have any liability for any Hazardous Substance disposal or contamination on any third party property. To the Knowledge of AUB, neither AUB nor any Person whose liability AUB has assumed whether contractually or by operation of law, has received any notice, demand letter, claim or request for information alleging any material violation of, or material liability under, any Environmental Law. AUB is not subject to any order, decree, injunction or other agreement with any Governmental Authority or any third party relating to any Environmental Law. To the Knowledge of AUB, there are no circumstances or conditions (including the presence of asbestos, underground storage tanks, lead products, polychlorinated biphenyls, prior manufacturing operations, dry-cleaning, or automotive services) involving AUB, any currently or formerly owned or operated property, any AUB Loan Property, or, to AUB's Knowledge, any Person whose liability AUB has assumed whether contractually or by operation of law, that could reasonably be expected to result in any material claims, liability or investigations against AUB, result in any material restrictions on the ownership, use, or transfer of any property pursuant to any Environmental Law, or adversely affect the value of any AUB Loan Property or property of AUB. AUB has made available to BOSCO true and correct copies of all environmental reports or studies, sampling data, correspondence and filings in its possession or reasonably available to it relating to AUB and any currently or formerly owned or operated property.

(q) Tax Matters.

Except as set forth in Schedule 5.2(q) of the AUB Disclosure Schedule:

(i) AUB has timely filed all Tax Returns required to have been filed, taking into account any properly granted extensions of time to file, with the appropriate taxing authorities, such Tax Returns are true, correct and complete in all material respects and none of such Tax Returns has been amended.

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

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

(iv) AUB has not waived any statute of limitations in respect of its Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(v) AUB has not engaged in any transaction that would constitute a "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(vi) The unpaid Taxes of AUB (A) do not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect temporary difference between book and Tax income) as shown on AUB's balance sheet dated September 30, 2017 and (B) will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of AUB in filing its Tax Returns.

(vii) AUB is not currently the beneficiary of any extension of time within which to file any Tax Returns.

(viii) There are no liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of AUB.

(ix) No Tax actions by any Governmental Authority are pending or being conducted with respect to AUB.

(x) AUB has not received from any taxing authority (including jurisdictions in which AUB has filed Tax Returns) any: (A) notice indicating an intent to open an audit or other review; (B) request for information related to Tax matters; or (C) notice of deficiency or proposed adjustment for any amount of Tax, proposed, asserted or assessed by any Governmental Authority against AUB.

(xi) AUB is not a party to or bound by any tax sharing, tax allocation or tax indemnity agreement.

(xii) AUB has never been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns.

(xiii) AUB is not currently liable, nor does AUB have any potential liability, for the Taxes of another Person: (A) under Treasury Regulations Section 1.1502-6 (or comparable provision of state, local or foreign law); (B) as transferee or successor; or (C) by contract or indemnity or otherwise.

(xiv) AUB has never been either a "distributing corporation" or a "controlled corporation" in connection with a distribution of stock qualifying for tax-free treatment, in whole or in part, under Section 355 of the Code.

(xv) AUB has not been nor will be a "United States real property holding corporation" within the meaning of Section 897 of the Code during the five-year period ending on the Closing Date.

(xvi) AUB will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion

thereof) ending after the Closing Date, as a result of any: (A) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481 of the Code or similar state and local Tax Law; (B) any "closing agreement" as described in Section 7121 of the Code or similar state or local Tax Law executed on or prior to the Closing Date; (C) installment sale or open transaction disposition made on or prior to the Closing Date; (D) prepaid amount received on or prior to the Closing Date; (E) any item having been reported on the completed contract method of accounting or the percentage of completion method of accounting; or (F) improper method of accounting used on or prior to the Closing Date.

(r) Risk Management Instruments. AUB is not a party to, nor has it agreed to enter into, a Derivatives Contract.

(s) Loans; Nonperforming and Classified Assets.

(i) Except as set forth in Schedule 5.2(s)(i) of the AUB Disclosure Schedule, each Loan on the books and records of AUB was made and has been serviced in all material respects in accordance with its customary lending standards in the ordinary course of business, is evidenced in all material respects by appropriate and sufficient documentation and, to the Knowledge of AUB, constitutes the legal, valid and binding obligation of the obligor named therein, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditor's rights or by general equity principles.

(ii) Schedule 5.2(s)(ii) of the AUB Disclosure Schedule sets forth, as of the latest practicable date prior to the date of this Agreement: (A) any Loan under the terms of which the obligor is 30 or more days delinquent in payment of principal or interest, or to the Knowledge of AUB, in default of any other material provision thereof; (B) each Loan which has been classified as "substandard," "doubtful," "loss" or "special mention" (or words of similar import) by AUB, or an applicable regulatory authority; (C) a listing of the OREO acquired by foreclosure or by deed-in-lieu thereof, including the book value thereof; and (D) each Loan with any director or executive officer of AUB or an Affiliate of AUB.

(iii) Schedule 5.2(s)(iii) of the AUB Disclosure Schedule sets forth a list and description of all loan participations entered into between AUB and any third party which are reflected on the books and records of AUB. A true and complete copy of each document relating to each loan participation has been made available to BOSCO, with the exception of loan files for loans guaranteed by the SBA or another Governmental Authority and sold in the ordinary course of business.

(t) Properties. Schedule 5.2(t) of the AUB Disclosure Schedule lists all real property owned or leased by AUB. With respect to such real property that is owned by AUB, AUB has good and marketable and insurable title, free and clear of all Liens, leases or other imperfections of title or survey, except: (i) Liens for current Taxes and assessments not yet due and payable and for which adequate reserves have been established; (ii) Liens set forth in policies for title insurance of such properties delivered to BOSCO;

(iii) survey imperfections set forth in surveys of such properties delivered to BOSC; or (iv) as set forth on Schedule 5.2(t)(A) of the AUB Disclosure Schedule. With respect to such real property that is leased by AUB, AUB has a good and valid leasehold estate in and to such property. Except as set forth on Schedule 5.2(t)(B) of the AUB Disclosure Schedule: AUB has delivered true, correct and complete copies of such lease(s), together with all amendments thereto, to BOSC; and all such lease(s) are in full force and effect and will not lapse or terminate prior to the Closing Date. Neither AUB, nor to the Knowledge of AUB any landlord thereunder, is in default of any of their respective obligations under any such lease(s) and any such lease(s) constitute the valid and enforceable obligations of the parties thereto. Other than as set forth on Schedule 5.2(t)(C) of the AUB Disclosure Schedule, the transactions contemplated hereby will not require the consent of any landlord under any such lease. All real and personal property owned by AUB or presently used by AUB in its business is in good condition (ordinary wear and tear excepted) and is sufficient to carry on its business in the ordinary course of business consistent with its past practices. AUB has good and marketable title, free and clear of all Liens to all of its owned material properties and assets, other than real property, except: (i) pledges to secure Deposits and FHLB advances incurred in the ordinary course of its banking business consistent with past practice; (ii) such imperfections of title and encumbrances, if any, as are not material in character, amount or extent; and (iii) as set forth on Schedule 5.2(t)(D) of the AUB Disclosure Schedule. All personal property which is material to AUB's business and leased or licensed by AUB is held pursuant to leases or licenses which are valid and enforceable in accordance with their respective terms and such leases will not terminate or lapse prior to the Effective Time.

(u) Intellectual Property. Except as set forth on Schedule 5.2(u) of the AUB Disclosure Schedule, AUB owns or possesses valid and binding licenses and other rights to use without payment of any material amount all material patents, copyrights, trade secrets, trade names, service marks, trademarks and other intellectual property rights used in its business, free and clear of any material Liens, and AUB has not received any notice of conflict or allegation of invalidity with respect thereto or that asserts the intellectual property rights of others. To the Knowledge of AUB, the operation of the business of AUB does not infringe or violate the intellectual property of any third party. AUB has performed in all material respects all the obligations required to be performed by it and it is not in default under any contract, agreement, arrangement or commitment relating to any of the foregoing.

(v) Fiduciary Accounts. AUB has properly administered all accounts for which it acts as a fiduciary, including but not limited to accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable Laws, regulations and common Laws. To the Knowledge of AUB, neither AUB, nor any of its directors, officers or employees, has committed any breach of trust with respect to any fiduciary account and the records for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account.

(w) Books and Records. The books, records, systems, data and information of AUB: (i) have been fully, properly and accurately maintained in material compliance with applicable legal and accounting requirements, and such books and records accurately reflect in all material respects all dealings and transactions in respect of AUB; and

(ii) are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of AUB (including all means of access thereto and therefrom).

(x) Insurance. Schedule 5.2(x) of the AUB Disclosure Schedule sets forth all of the material insurance policies, binders, or bonds currently maintained by AUB. AUB is insured with reputable insurers against such risks and in such amounts as the management of AUB has reasonably determined to be prudent in accordance with industry practices; all of the material insurance policies, binders, or bonds currently maintained by AUB are in full force and effect; AUB is not in material default thereunder; and all claims thereunder have been filed in due and timely fashion.

(y) Allowance For Loan Losses. AUB's allowance for loan losses is in compliance with AUB's existing methodology for determining the adequacy of its allowance for loan losses as well as the standards established by GAAP, the Financial Accounting Standards Board and applicable bank regulatory agencies and, in the opinion of management of AUB, is adequate under all such standards.

(z) Transactions With Affiliates. Except as set forth on Schedule 5.2(z) of the AUB Disclosure Schedule, there are no existing or pending transactions, nor are there any agreements or understandings, with any shareholders, directors, officers or employees of AUB or any Affiliate of AUB, relating to, arising from or affecting AUB, including without limitation, any transactions, arrangements or understandings relating to the purchase or sale of goods or services, the lending of monies or the sale, lease or use of any assets of AUB, with or without adequate compensation, in any amount whatsoever.

(aa) Material Facts. The representations and warranties contained in this Section 5.2, when considered as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 5.2 not misleading.

5.3 Representations and Warranties of BOSC. BOSC represent and warrant to AUB that, except as set forth in the BOSC Disclosure Schedule:

(a) Organization, Standing and Authority. BOSC is a national banking association duly organized and validly existing under the Laws of the United States of America and it is duly authorized by the OCC to conduct business as a commercial bank. BOSC is duly licensed or qualified to do business and is in good standing in each jurisdiction where its ownership or leasing of property or assets or the conduct of its business requires it to be so licensed or qualified, except where failure to be so licensed or qualified would not materially impair the ability of BOSC to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. BOSC has in effect all federal, state, local and foreign governmental authorizations necessary for it to own or lease its properties and assets and to carry on its business as it is now conducted, except where the failure to be so authorized would not materially impair the ability of BOSC to perform its obligations under this Agreement or otherwise materially impede the consummation of the transactions contemplated hereby. The Deposit accounts of BOSC are

insured by the FDIC, in the manner and to the maximum extent provided by applicable Law, and BOSC has paid all Deposit insurance premiums and assessments required by applicable Laws and regulations.

(b) Capital Structure.

(i) The authorized capital stock of BOSC consists of (i) 10,000,000 shares of BOSC Common Stock, \$5.00 par value per share, of which 5,223,627 shares are issued and outstanding, and (ii) 10,000,000 shares of serial preferred stock, no par value, of which no shares are issued and outstanding. BOSC does not have any other shares of capital stock authorized, designated, issued or outstanding. BOSC also has 1,059,325 shares of BOSC Common Stock reserved for issuance under the BOSC Benefit Plans, and does not have any other shares of capital stock authorized, designated, issued or outstanding. All outstanding shares of BOSC's capital stock: (i) have been duly authorized and validly issued and are fully paid, non-assessable (except as provided in 12 U.S.C § 55) and not subject to preemptive rights or similar rights created by statute, the BOSC Articles, the BOSC Bylaws or any agreement to which BOSC is a party, and (ii) have been offered, sold, issued and delivered by BOSC in all material respects in compliance with all applicable Laws. There are no declared or accrued but unpaid dividends with respect to any shares of BOSC capital stock.

(ii) Other than the BOSC Plans, there are no other plans or agreements providing for equity compensation to any Person.

(iii) Schedule 5.3(b)(iii) of the BOSC Disclosure Schedule lists each restricted stock grant and the terms thereof outstanding under the BOSC Plans and lists, in reasonable detail, all options for shares of BOSC Common Stock outstanding under the BOSC Plans, the names of the grantees, the grant date, the exercise prices, and the termination dates thereof. Other than as set forth on Schedule 5.3(b)(iii) of the BOSC Disclosure Schedule and other than BOSC capital stock that may be offered and sold in the Pre-Merger Financing, there are no Rights or agreements obligating BOSC to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any BOSC capital stock or any capital stock or equity or other ownership interest of BOSC or obligating BOSC to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such Right. Other than as set forth on Schedule 5.3(b)(iii) of the BOSC Disclosure Schedule, there are no outstanding or authorized stock option, stock appreciation, phantom stock, profit participation, or other similar rights with respect to BOSC.

(c) Subsidiaries. BOSC does not have any Subsidiaries.

(d) Corporate Power. BOSC has the corporate power and authority to carry on its businesses as they are now being conducted and to own all of its properties and assets; BOSC has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, in each case, subject to receipt of all necessary approvals of Governmental Authorities.

(e) Corporate Authority.

(i) Subject to the receipt of the Requisite BOSC Shareholder Approval, this Agreement and the transactions contemplated hereby have been authorized and approved by all necessary corporate action of BOSC on or prior to the date hereof and will remain in full force and effect through the earlier of the Closing or termination of this Agreement. No other corporate or shareholder action is necessary or required to authorize and approve this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by BOSC and, assuming due authorization, execution and delivery by AUB, this Agreement is a valid and legally binding agreement of BOSC, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights, by general equity principles, or by Section 8(b)(6)(D) of the Federal Deposit Insurance Act, 12 U.S.C. § 1818(b)(6)(D))).

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

(f) Regulatory Approvals. No consents or approvals of, or waivers by, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by BOSC or any of their Affiliates in connection with the execution, delivery or performance by BOSC of this Agreement or to consummate the transactions contemplated hereby, except for: (A) filings of applications or notices with, and approvals or waivers by the OCC and the DBO; (B) the filing of an application for, and the issuance of, a permit as contemplated by Section 6.14 herein; (C) filings of applications and notices with certain states and the receipt of all necessary state securities and "Blue Sky" permits or approvals, and (D) the filing of the agreement of merger with the California Secretary of State and the DBO with respect to the Merger.

(g) No Conflict. The execution and delivery by BOSC of this Agreement and the consummation of the transactions provided for in this Agreement: (i) do not violate any provision of the BOSC Articles, the BOSC Bylaws, any provision of federal or state Law or any governmental rule or regulation (assuming receipt of the required approval of any Governmental Authority and receipt of the Requisite BOSC Shareholder Approval); and (ii) except as set forth in Schedule 5.3(g) of the BOSC Disclosure Schedule, do not require any consent of any Person under, conflict with or result in a breach of, or accelerate the performance required by any of the terms of, any material debt instrument, lease, license, covenant, agreement or understanding to which BOSC is a party or by which BOSC is bound, or any order, ruling, decree, judgment, arbitration award or stipulation to which BOSC is subject, or constitute a default thereunder or result in the creation of any Lien, restriction or right of any third party of any kind whatsoever upon any of the properties or assets of BOSC.

(h) Financial Statements; Material Adverse Effect.

(i) BOSC has previously made available to AUB accurate and complete copies of the BOSC Financial Statements, except as of and for the year ended December 31, 2017. The BOSC Financial Statements as of and for the years ended December 31, 2016 and 2015 are accompanied by the audit report of Vavrinek, Trine, Day & Co., LLP. The BOSC Financial Statements fairly present in all material respects, the financial condition of BOSC as of the respective dates set forth therein, and the results of operations, changes in shareholders' equity and cash flows (if applicable) of BOSC for the respective periods or as of the respective dates set forth therein.

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

(iii) Since December 31, 2017, BOSC has not incurred any liabilities that are required to be reflected on a balance sheet in accordance with GAAP, except: (A) as set forth on Schedule 5.3(h)(iii) of the BOSC Disclosure Schedule; (B) liabilities properly accrued or reserved against in the balance sheet of BOSC as of December 31, 2017; (C) liabilities and obligations incurred since December 31, 2017 in the ordinary course of business consistent with past practice; (D) liabilities and obligations that are not material to BOSC; and (E) any liabilities and obligations incurred with respect to the transactions contemplated by this Agreement.

(iv) Since December 31, 2017: (A) BOSC has conducted its businesses in the ordinary and usual course consistent with past practice; and (B) no event has occurred or circumstance arisen that, individually or taken together with all other facts, circumstances and events (described in any paragraph of this Section 5.3 or otherwise), has had or is reasonably likely to have a Material Adverse Effect with respect to BOSC.

(v) No agreement pursuant to which any loans or other assets have been or shall be sold by BOSC entitled the buyer of such loans or other assets to cause BOSC to repurchase such loan or other asset or the buyer to pursue any other form of recourse against BOSC. All cash, stock or other dividends or any other distribution with respect to the capital stock of BOSC has been declared, set aside or paid since December 31, 2017, except as set forth on Schedule 5.3(h)(v) of the BOSC Disclosure Schedule. Since December 31, 2017, no shares of capital stock of BOSC has been purchased, redeemed or otherwise acquired, directly or indirectly, by BOSC and no agreements have been made by BOSC to do any of the foregoing.

(i) Legal Proceedings. Except as set forth in Schedule 5.3(i) of the BOSC Disclosure Schedule, no litigation, arbitration, claim or other proceeding before any court or governmental agency is pending against BOSC, individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect with respect to BOSC and, to the Knowledge of BOSC, no such litigation, arbitration, claim or other proceeding has been threatened and there are no facts which could reasonably give rise to such litigation, arbitration, claim or other proceeding. Neither BOSC, nor any of its properties, is a

party to or subject to any order, judgment, decree or regulatory restriction that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect with respect to BOSC.

(j) Regulatory Matters.

(i) BOSC has duly filed with the appropriate Governmental Authorities in substantially the correct form the monthly, quarterly and annual reports required to be filed by it under applicable Laws and regulations, and such reports were in all material respects complete and accurate and in compliance with the requirements of applicable Laws and regulations, and BOSC has made available to AUB accurate and complete copies of all such reports. Except as set forth on Schedule 5.3(j)(i) of the BOSC Disclosure Schedule, in connection with the most recent examination of BOSC by the appropriate Governmental Authorities, BOSC was not required to correct or change any action, procedure or proceeding which BOSC believes in good faith has not been now corrected or changed, other than corrections or changes which, if not made, either individually or in the aggregate, would not have a Material Adverse Effect on BOSC.

(ii) Except as set forth on Schedule 5.3(j)(ii) of the BOSC Disclosure Schedule, BOSC is not a party to or is subject to any order, decree, directive, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, nor, except in the normal course of business, has either BOSC adopted any policies, procedures or board resolutions at the request or suggestion of, any Governmental Authority. BOSC has paid all assessments made or imposed by any Governmental Authority except where the failure to pay any such assessments is not reasonably expected to have individually or in the aggregate, a Material Adverse Effect on BOSC.

(iii) Except as set forth on Schedule 5.3(j)(iii) of the BOSC Disclosure Schedule, since December 31, 2015, no Governmental Authority has initiated since December 31, 2015 or has pending any proceeding, enforcement action or, to the Knowledge of BOSC, investigation or inquiry into the business, operations, policies, practices or disclosures of BOSC (other than normal examinations conducted by a Governmental Authority in the ordinary course of the business of BOSC), or, to the Knowledge of BOSC, threatened any of the foregoing.

(iv) BOSC is "well-capitalized" as defined in applicable Laws and regulations. The most recent regulatory rating given to BOSC as to compliance with the Community Reinvestment Act is "Satisfactory" or better. Since the last regulatory examination of BOSC with respect to Community Reinvestment Act compliance, BOSC has not received any complaints as to Community Reinvestment Act compliance, and no proceedings are pending, nor to the Knowledge of BOSC, threatened with respect to any violations of consumer fair lending Laws or regulations.

(k) Compliance With Laws. Except as set forth on Schedule 5.3(k) of the BOSC Disclosure Schedule, BOSC:

(i) is and at all times since December 31, 2016, has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority applicable thereto or to the employees conducting such businesses, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act, the Home Mortgage Disclosure Act, the Bank Secrecy Act, the USA PATRIOT Act, all other applicable fair lending Laws and other Laws relating to discriminatory business practices;

(ii) has and at all times since December 31, 2016 has had all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, all Governmental Authorities (and have paid all fees and assessments due and payable in connection therewith) that are required in order to permit it to own or lease its properties and to conduct its business as presently conducted, except where the failure to do so would not have a Material Adverse Effect on BOSC; all such permits, licenses, franchises, certificates of authority, orders and approvals are in full force and effect and, to the Knowledge of BOSC, no suspension or cancellation of any of them is pending or threatened;

(iii) has not received, since December 31, 2016, any notification or communication from any Governmental Authority (A) asserting that BOSC is not in compliance with any of the statutes, regulations or ordinances which such Governmental Authority enforces or (B) threatening to revoke any license, franchise, permit or governmental authorization (nor, to the Knowledge of BOSC, do any grounds for any of the foregoing exist);

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

(v) is and at all times since December 31, 2016 has been in material compliance with all applicable federal, state, local and foreign statutes, Laws, codes, regulations, ordinances, rules, judgments, injunctions, orders, decrees or policies and/or guidelines of any Governmental Authority relating to abandoned property, escheat or similar laws.

(1) BOSC Material Contracts; Defaults.

(i) Except as set forth in Schedule 5.3(I) of the BOSC Disclosure Schedule, BOSC is not a party to, bound by or subject to any agreement, contract, arrangement, commitment or understanding (whether written or oral): (A) with respect to the employment of any of its respective directors, officers, employees or consultants; (B) which would entitle any present or former director, officer, employee or agent of BOSC to indemnification from BOSC; (C) which is an agreement (including data processing, software programming, consulting and licensing contracts) not terminable on 60 days or less notice and involving the payment or value of more than \$150,000 per annum; (D) which is with or to a labor union or guild (including any collective bargaining agreement); (E) which relates to the incurrence of indebtedness (other than Deposit liabilities, advances and loans from the FHLB, and sales of securities subject to repurchase, or similar obligation, in each case, in the ordinary course of business); (F) which grants any Person a right of first refusal, right of first offer or similar right with respect to any material properties, rights, assets or business of BOSC; (G) which involves the purchase or sale of assets with a purchase price of \$150,000 or more in any single case or \$300,000 in all such cases, other than purchases and sales of investment securities and loans in the ordinary course of business consistent with past practice; (H) which is a consulting agreement, license or service contract (including data processing, software programming and licensing contracts and outsourcing contracts) which involves the payment of \$150,000 or more in annual fees; (I) which provides for the payment by BOSC of payments upon a change of control thereof; (J) which is a lease for any real or material personal property owned or presently used by BOSC; (K) which materially restricts the conduct of any business by BOSC or limits the freedom of BOSC to engage in any line of business in any geographic area (or would so restrict BOSC after consummation of the transactions contemplated hereby) or which requires exclusive referrals of business or requires BOSC to offer specified products or services to their customers or depositors on a priority or exclusive basis; (L) which is with respect to, or otherwise commits BOSC to do, any of the foregoing; or (M) which is a material contract (as defined in Item 601(b)(10) of Regulation S-K of the SEC) (all of the foregoing collectively, "BOSC Material Contracts").

(ii) To the Knowledge of BOSC, each BOSC Material Contract is valid and binding on BOSC, as applicable, and is in full force and effect (other than due to the ordinary expiration thereof) and is valid and binding on the other parties thereto. Neither BOSC, nor to the Knowledge of BOSC, any other parties thereto, is in material default under any BOSC Material Contract and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default. Except as previously disclosed, no power of attorney or similar authorization given directly or indirectly by either BOSC is currently outstanding.

(iii) All outstanding Loans from BOSC to its officers and directors are set forth on Schedule 5.3(I)(iii) of the BOSC Disclosure Schedule, and except as set forth on Schedule 5.3(I)(iii) of the BOSC Disclosure Schedule, there has been no default on, or forgiveness or waiver of, in whole or in part, any such Loan during the two years immediately preceding the date hereof.

(m) No Brokers. Other than for financial advisory services performed for BOSC by MJC Partners, LLC pursuant to an agreement dated January 9, 2018 and provided to AUB, no action has been taken by BOSC that would give rise to any valid claim against any party hereto for a brokerage commission, finder's fee or other like payment with respect to the transactions contemplated hereby. The BOSC Board has received the opinion (which, if initially rendered verbally, has been or will be confirmed by a written opinion, dated the same date) of MJC Partners, LLC, to the effect that, as of the date of such opinion, and based upon and subject to the factors, assumptions, and limitations set forth therein, the Per Share Merger Consideration is fair, from a financial point of view, to BOSC.

(n) Environmental Matters. To the Knowledge of BOSC, there are no legal, administrative, arbitral or other proceedings, claims, actions, causes of action, private environmental investigations, remediation activities or governmental investigations of any nature seeking to impose on BOSC any liability or obligation arising under any Environmental Laws pending or threatened against BOSC, which liability or obligation could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on BOSC. To the Knowledge of BOSC, there is no reasonable basis for any such proceeding, claim, action, environmental remediation or investigation that could impose any liability or obligation that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on BOSC. To the Knowledge of BOSC are in compliance in all material respects with applicable Environmental Laws. To the Knowledge of BOSC, no real property (including buildings or other structures) currently or formerly owned or operated by BOSC, or any property in which BOSC has held a security interest, Lien or a fiduciary or management role ("BOSC Loan Property") has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material Adverse Effect with respect to BOSC. BOSC could be deemed the owner or operator of, nor has either participated in the management regarding Hazardous Substances of, any BOSC Loan Property or any property of BOSC which has been contaminated with, or has had any release of, any Hazardous Substance that has resulted, or could reasonably be expected to result, in a Material Adverse Effect with respect to BOSC. To the Knowledge of BOSC, BOSC has any liability for any Hazardous Substance disposal or contamination on any third party property. To the Knowledge of BOSC, neither BOSC, nor any Person whose liability BOSC has assumed whether contractually or by operation of law, has received any notice, demand letter, claim or request for information alleging any material violation of, or material liability under, any Environmental Law. BOSC is subject to any order, decree, injunction or other agreement with any Governmental Authority or any third party relating to any Environmental Law. To the Knowledge of BOSC, there are no circumstances or conditions (including the presence of asbestos, underground storage tanks, lead products, polychlorinated biphenyls, prior manufacturing operations, dry-cleaning, or automotive services) involving BOSC, any currently or formerly owned or operated property, any BOSC Loan Property, or, to BOSC's and BOSC's Knowledge, any Person whose liability BOSC has assumed whether contractually or by operation of law, that could reasonably be expected to result in any material claims, liability or investigations against BOSC, result in any material restrictions on the ownership, use, or transfer of any property pursuant to any Environmental Law, or adversely affect the value of any BOSC Loan Property or property of BOSC. BOSC has made available to AUB true and correct copies of all environmental reports or studies, sampling data, correspondence

and filings in its possession or reasonably available to it relating to BOSC and any currently or formerly owned or operated property.

(o) Tax Matters.

Except as set forth on Schedule 5.3(o) of the BOSC Disclosure

Schedule:

(i) BOSC has timely filed all Tax Returns required to have been filed, taking into account any properly granted extensions of time to file, with the appropriate taxing authorities, such Tax Returns are true, correct and complete in all material respects and none of such Tax Returns has been amended.

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

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

(iv) BOSC has not waived any statute of limitations in respect of its Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(v) BOSC has not engaged in any transaction that would constitute a "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(vi) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of BOSC.

(vii) No Tax actions by any Governmental Authority are pending or being conducted with respect to BOSC.

(viii) BOSC has not received from any taxing authority (including jurisdictions in which BOSC has filed Tax Returns) any: (A) notice indicating an intent to open an audit or other review; (B) request for information related to Tax matters; or (C) notice of deficiency or proposed adjustment for any amount of Tax, proposed, asserted or assessed by any Governmental Authority against BOSC.

(ix) BOSC is not a party to or bound by any tax sharing, tax allocation or tax indemnity agreement.

(x) BOSC has never been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns.

(xi) BOSC is not currently liable, nor does BOSC have any potential liability, for the Taxes of another Person: (A) under Treasury Regulations Section 1.1502-6 (or comparable provision of state, local or foreign law); (B) as transferee or successor; or (C) by contract or indemnity or otherwise.

(xii) BOSC has never been either a "distributing corporation" or a "controlled corporation" in connection with a distribution of stock qualifying for tax-free treatment, in whole or in part, under Section 355 of the Code.

(xiii) BOSC has not been nor will be a "United States real property holding corporation" within the meaning of Section 897 of the Code during the five-year period ending on the Closing Date.

(p) Loans; Nonperforming and Classified Assets.

(i) Except as set forth on Schedule 5.3(p)(i) of the BOSC Disclosure Schedule, each Loan on the books and records of BOSC was made and has been serviced in all material respects in accordance with its customary lending standards in the ordinary course of business, is evidenced in all material respects by appropriate and sufficient documentation and, to the Knowledge of BOSC, constitutes the legal, valid and binding obligation of the obligor named therein, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditor's rights or by general equity principles.

(ii) Schedule 5.3(p)(ii) of the BOSC Disclosure Schedule sets forth, as of the latest practicable date prior to the date of this Agreement: (A) any Loan under the terms of which the obligor is 90 or more days delinquent in payment of principal or interest, or to the Knowledge of BOSC, in default of any other material provision thereof; (B) each Loan which has been classified as "substandard," "doubtful," "loss" or "special mention" (or words of similar import) by BOSC, or an applicable regulatory authority; (C) a listing of the OREO acquired by foreclosure or by deed-in-lieu thereof, including the book value thereof; and (D) each Loan with any director or executive officer of BOSC or an Affiliate of BOSC.

(iii) Schedule 5.3(p)(iii) of the BOSC Disclosure Schedule sets forth a list and description of all loan participations entered into between BOSC and any third party which are reflected on the books and records of BOSC. A true and complete copy of each document relating to each loan participation has been made available to AUB, with the exception of loan files for loans guaranteed by the SBA or another Governmental Authority and sold in the ordinary course of business.

(q) Properties. Schedule 5.3(q) of the BOSC Disclosure Schedule list all real property owned or leased by BOSC. With respect to such real property that is owned by BOSC has good and marketable and insurable title, free and clear of all Liens, leases

or other imperfections of title or survey, except: (i) Liens for current taxes and assessments not yet due and payable and for which adequate reserves have been established; (ii) Liens set forth in policies for title insurance of such properties delivered to AUB; (iii) survey imperfections set forth in surveys of such properties delivered to AUB; or (iv) as set forth Schedule 5.3(q)(A) of the BOSC Disclosure Schedule. With respect to such real property that is leased by BOSC has a good and valid leasehold estate in and to such property. Except as set forth on Schedule 5.3(q)(B) of the BOSC Disclosure Schedule, BOSC has delivered true, correct and complete copies of such lease(s), together with all amendments thereto, to AUB; and any such lease is in full force and effect and will not lapse or terminate prior to the Closing Date. Neither BOSC, nor to the Knowledge of BOSC any landlord thereunder, is in default of any of its obligations under any such lease and any such lease constitutes the valid and enforceable obligations of the parties thereto. Other than as set forth on Schedule 5.3(q)(C) of the BOSC Disclosure Schedule, the transactions contemplated hereby will not require the consent of any landlord under any such lease. All real and personal property owned by BOSC or presently used by BOSC in its businesses is in good condition (ordinary wear and tear excepted) and is sufficient to carry on its business in the ordinary course of business consistent with its past practices. BOSC has good and marketable title, free and clear of all Liens to all of their owned material properties and assets, other than real property, except: (i) pledges to secure Deposits and FHLB advances incurred in the ordinary course of BOSC's banking business consistent with past practice; (ii) such imperfections of title and encumbrances, if any, as are not material in character, amount or extent; and (iii) as set forth Schedule 5.3(q)(D) of the BOSC Disclosure Schedule. All personal property which is material to BOSC's businesses and leased or licensed by BOSC is held pursuant to leases or licenses which are valid and enforceable in accordance with its terms and such leases will not terminate or lapse prior to the Effective Time.

(r) Intellectual Property. Except as set forth on Schedule 5.3(r) of the BOSC Disclosure Schedule, BOSC owns or possesses valid and binding licenses and other rights to use all material patents, copyrights, trade secrets, trade names, service marks, trademarks and other intellectual property rights used in its business, free and clear of any material Liens. BOSC has received any notice of conflict or allegation of invalidity with respect thereto or that asserts the intellectual property rights of others. To the Knowledge of BOSC, the operation of the businesses of BOSC do not infringe or violate the intellectual property of any third party. BOSC has performed in all material respects all the obligations required to be performed by it and is not in default under any contract, agreement, arrangement or commitment relating to any of the foregoing.

(s) Fiduciary Accounts. BOSC has properly administered all accounts for which it acts as a fiduciary, including but not limited to accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable Laws, regulations and common Laws. To the Knowledge of BOSC, neither BOSC nor any of its directors, officers or employees, has committed any breach of trust with respect to any fiduciary account and the records for each such fiduciary account are true and correct and accurately reflect the assets of such fiduciary account.

(t) Books and Records. The books, records, systems, data and information of BOSC: (i) have been fully, properly and accurately maintained in material compliance with applicable legal and accounting requirements, and such books and records accurately reflect in all material respects all dealings and transactions in respect of BOSC; and (ii) are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of BOSC (including all means of access thereto and therefrom).

(u) Allowance For Loan Losses. BOSC's allowance for loan losses is in compliance with BOSC's existing methodology for determining the adequacy of its allowance for loan losses as well as the standards established by GAAP, the Financial Accounting Standards Board and applicable bank regulatory agencies and, in the opinion of management of BOSC, is adequate under all such standards.

(v) Transactions with Affiliates. Except as set forth on Schedule 5.3(v) of the BOSC Disclosure Schedule, there are no existing or pending transactions, nor are there any agreements or understandings, with any shareholders, directors, officers or employees of BOSC or any Affiliate of BOSC, relating to, arising from or affecting BOSC, including without limitation, any transactions, arrangements or understandings relating to the purchase or sale of goods or services, the lending of monies or the sale, lease or use of any assets of BOSC, with or without adequate compensation, in any amount whatsoever.

(w) Pre-Merger Financing. BOSC has conducted or is the process of conducting a private offer of BOSC Common Stock (the "Pre-Merger Financing") and, as of the date of this Agreement, has received binding commitments from purchasers who have executed stock purchase agreements or such other agreements with BOSC evidencing their binding commitments to purchase the BOSC Common for at least \$15,000,000 at a price of \$14.75 per share (the "Pre-Merger Financing Price").

(x) Material Facts. The representations and warranties contained in this Section 5.3, when considered as a whole, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 5.3 not misleading.

ARTICLE VI

COVENANTS

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

6.2 Regulatory Filings.

(a) Subject to the other provisions of this Agreement, BOSC and AUB shall cooperate and use their respective commercially reasonable best efforts to prepare all documentation, to effect all filings and to obtain all permits, consents, approvals and authorizations of all third parties and Governmental Authorities necessary to consummate the transactions contemplated hereby; and BOSC shall use its commercially reasonable best efforts to make any necessary filings with Governmental Authorities, as soon as reasonably practicable following the date of this Agreement.

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

(c) Each party shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case subject to applicable Laws relating to the confidentiality of information, all the information relating to BOSC or AUB, as the case may be, that appear in any filing made with, or written materials submitted to, any Governmental Authority in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties shall act reasonably and as promptly as practicable. The parties shall consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all Governmental Authorities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated by this Agreement.

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

6.3 Press Releases. BOSC and AUB shall consult with each other before issuing any press release with respect to the transactions contemplated hereby or this Agreement and shall not issue any such press release or make any such public statements without the prior consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that either party may, without the prior consent of the other party (but after such consultation, to the extent practicable under the circumstances), issue such press release or make such public statements as may upon the advice of outside counsel be required by Law or the rules or regulations of the securities exchange on which it trades, to the extent applicable.

6.4 Access: Information

(a) Upon reasonable notice from BOSC and subject to applicable Laws relating to the exchange of information, AUB shall afford BOSC and its officers,

employees, counsel, accountants and other authorized representatives such access during normal business hours throughout the period prior to the Effective Time to the books, records (including, without limitation, Tax Returns and work papers of independent auditors), properties, personnel and advisors of AUB and to such other information relating to AUB as BOSC may reasonably request and, during such period, it shall furnish to BOSC all information concerning the business, properties and personnel of AUB as BOSC may reasonably request. Upon reasonable notice from AUB and subject to applicable Laws relating to the exchange of information, BOSC shall afford AUB and its officers, employees, counsel, accountants and other authorized representatives such access during normal business hours throughout the period prior to the Effective Time to the books, records (including, without limitation, Tax Returns and work papers of independent auditors), properties, personnel and advisors of BOSC and to such other information relating to BOSC as AUB may reasonably request and, during such period, it shall furnish to AUB all information concerning the business, properties and personnel of BOSC as AUB may reasonably request.

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

(c) All information furnished pursuant to this Section 6.4 shall be subject to the provisions of the Indication of Interest, dated January 19, 2018, as amended, between BOSC and AUB (the "Confidentiality Agreement").

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

6.5 No Solicitation

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

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

(c) Notwithstanding the foregoing, if at any time following the date of this Agreement and prior to obtaining the Requisite AUB Shareholder Approval: (i) AUB receives a written Acquisition Proposal that the AUB Board believes in good faith to be bona fide; (ii) such Acquisition Proposal was unsolicited and did not otherwise result from a breach of this Section 6.5(a); and (iii) the AUB Board determines in good faith that such Acquisition Proposal constitutes or is more likely than not to result in a Superior Proposal and (4) the AUB Board determines in good faith (and based on the advice of outside counsel) that the failure to take the actions referred to in clause (x) or (y) below would reasonably likely constitute a breach of its fiduciary duties to the shareholders of AUB under applicable Law, then AUB may (x) furnish information with respect to AUB to the Person making such Acquisition Proposal pursuant to a customary confidentiality agreement containing terms substantially similar to, and no less favorable to AUB than, those set forth in the Confidentiality Agreement; provided, that any non-public information provided to any Person given such access shall have been previously provided to BOSC or shall be provided to BOSC prior to or concurrently with the time it is provided to such Person and (y) participate in discussions or negotiations with the Person making such Acquisition Proposal regarding such Acquisition Proposal; provided that prior to providing any nonpublic information permitted to be provided pursuant to the foregoing provisos or engaging in any discussions or negotiations, AUB shall have entered into a confidentiality agreement with such third party on terms no less favorable to AUB than the Confidentiality Agreement.

(d) Neither the AUB Board nor any committee of the AUB Board shall: (i) effectuate an Adverse Recommendation Change; or (ii) cause or permit AUB to enter into an Alternate Acquisition Agreement.

(e) Notwithstanding the foregoing, in the event AUB receives or negotiates (to the extent permitted by Section 6.5(c) an unsolicited bona fide Acquisition Proposal that the AUB Board concludes in good faith constitutes a Superior Proposal AUB may take any of the actions set forth above in Section 6.5(c), but only after: (i) AUB promptly notifies BOSC in writing at least five (5) Business Days before taking that action of its intention to do so, and specifying the reasons therefor, including the terms and conditions of, and the identity of any Person making, such Superior Proposal, and contemporaneously furnishing a copy of the Superior Proposal or relevant Alternative Acquisition Agreement and any other relevant transaction documents (it being understood and agreed that any amendment to the financial terms or any amendment to any other material term of such Superior Proposal shall require a new written notice by AUB and a new five (5) Business Day period); and (ii) prior to the expiration of such five (5) Business Day period, BOSC does not make a proposal to adjust the terms and conditions of this Agreement that the AUB Board determines in good faith (after consultation with outside counsel and its financial advisor) after giving effect to, among

other things, the payment of the Termination Fee set forth in Section 8.2(a)(ii), that such action is no longer required by its fiduciary duties to the shareholders of AUB under applicable Law.

(f) During the five (5) Business Day period prior to its effecting any action referred to above, AUB shall, and shall cause its financial and legal advisors to, negotiate with BOSC in good faith (to the extent BOSC seek to negotiate) regarding any revisions to the terms of the transactions contemplated by this Agreement proposed by BOSC.

(g) AUB agrees that it will promptly (and, in any event, within 24 hours) notify BOSC if any inquiries, proposals or offers with respect to an Acquisition Proposal are received by, any such information is requested from, or any such discussions or negotiations are sought to be initiated or continued with, AUB, or any of its Representatives indicating, in connection with such notice, the name of such Person and the material terms and conditions of any proposals or offers (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements) and thereafter shall keep BOSC informed, on a current basis, of the status and terms of any such proposals or offers (including amendments thereto) and the status of any such discussions or negotiations, including any change in AUB's intentions as previously notified.

(h) AUB agrees that any violation of the restrictions set forth in this Section 6.5 by any Representative of AUB, whether or not such Person is purporting to act on behalf of AUB, shall be deemed to be a material breach of this Agreement by AUB.

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

(j) AUB agrees that, prior to the termination of this Agreement, it shall not submit to the vote of its shareholders any Acquisition Proposal (whether or not a Superior Proposal) or propose to do so.

6.6 AUB Shareholder Recommendation.

Unless the AUB Board makes an Adverse Change in Recommendation in compliance with Section 6.5(d) or AUB terminates this Agreement pursuant to Section 8.1(j) to enter into Alternative Acquisition Agreement with respect to a Superior Proposal after complying with its obligations in Section 6.5, AUB, through the AUB Board, shall: (i) recommend to the AUB shareholders that they approve this Agreement; (ii) include such recommendation in the Proxy Statement-Offering Circular; and (iii) publicly reaffirm such recommendation within 24 hours after a request to do so by BOSC. Without limiting the generality of the foregoing, unless AUB terminates this Agreement pursuant to Section 8.1(j), AUB agrees that its obligations to convene and hold the AUB Shareholders Meeting as soon as practicable under Section 6.7(b) shall not be affected by the commencement, public proposal, public disclosure or communication to AUB or any other Person of any Acquisition Proposal. In any case in which the AUB Board submits this Agreement to its shareholders after an Adverse Change in Recommendation the Proxy Statement-Offering Circular and any and all

accompanying materials including the proxy card (the "Proxy Materials") shall be identical in form and content to Proxy Materials that would have been prepared by AUB had no Adverse Recommendation Change occurred, except for appropriate changes to the disclosure in the Proxy Statement-Offering Circular stating that such Adverse Recommendation Change has been made and, if applicable, describing matters relating to the Superior Proposal or other event giving rise to the Adverse Recommendation Change.

6.7 Requisite Shareholder Approvals.

(a) Proxy Statement-Offering Circular. For the purposes of holding the AUB Shareholders Meeting and the BOSC Shareholders Meeting, BOSC shall draft and prepare, and AUB shall cooperate in the preparation of a proxy statement and offering circular satisfying all applicable requirements of applicable state and federal securities Laws, and the rules and regulations thereunder (such proxy statement-offering circular in the form mailed to the shareholders of AUB, together with any and all amendments or supplements thereto, being herein referred to as the "Proxy Statement-Offering Circular"). BOSC shall file a draft of the Proxy Statement-Offering Circular, with the DBO in connection with the permit application as described in Section 6.14. BOSC shall use its best efforts to have the Proxy Statement-Offering Circular approved by the DBO as promptly as practicable after such filing, and following receipt of the DBO Permit, AUB shall thereafter promptly mail the Proxy Statement-Offering Circular to AUB's shareholders. BOSC shall also use its commercially reasonable efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated by this Agreement, and AUB shall furnish all information concerning AUB, and the holders of AUB Common Stock, as may be reasonably requested in connection with any such action. AUB shall provide BOSC with any information concerning itself that BOSC may reasonably request in connection with the drafting and preparation of the Proxy Statement-Offering Circular, and BOSC shall notify AUB promptly of the receipt of any comments of the DBO or any blue sky administrator with respect to the Proxy Statement-Offering Circular and of any requests by the DBO or any blue sky administrator for any amendment or supplement thereto or for additional information and shall promptly provide to AUB copies of all correspondence between BOSC or any of their representatives and the DBO. BOSC shall give AUB and its counsel the opportunity to review and comment on the Proxy Statement-Offering Circular prior to its being filed with the DBO and shall give AUB and its counsel the opportunity to review and comment on all amendments and supplements to the Proxy Statement-Offering Circular and all responses to requests for additional information and replies to comments prior to their being filed with, or sent to, the DBO. BOSC and AUB agree to use reasonable efforts, after consultation with the other party hereto, to respond promptly to all such comments of and requests by the DBO and to cause the Proxy Statement-Offering Circular and all required amendments and supplements thereto to be mailed to the holders of AUB Common Stock entitled to vote at the AUB Shareholders Meeting and the holders of BOSC Common Stock entitled to vote at the BOSC Shareholders Meeting at the earliest practicable time. AUB and BOSC shall promptly notify the other party if at any time it becomes aware that the Proxy Statement-Offering Circular contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In such event, AUB shall cooperate with BOSC in the preparation of a supplement or amendment to such Proxy Statement-Offering Circular that corrects such

misstatement or omission, and BOSC shall file an amended Proxy Statement-Offering Circular with the DBO, as required, and shall mail such supplement or amendment to holders of AUB Common Stock entitled to vote at the AUB Shareholders Meeting, at the earliest practicable time.

(b) Shareholder Meetings and Approval. As promptly as practicable after the receipt of the DBO Permit, AUB shall take all steps necessary to give notice of, convene and hold a meeting of its shareholders of AUB (the "AUB Shareholders Meeting") and BOSC shall take all steps necessary to give notice of, convene and hold a meeting of its shareholders of BOSC (the "BOSC Shareholders Meeting"), for the purpose of considering this Agreement, and for such other purposes as may be, in their reasonable judgment, necessary or desirable. Notwithstanding anything to the contrary contained in this Agreement, neither AUB nor BOSC shall be required to hold a shareholders meeting if this Agreement is terminated pursuant to Section 8.1 or prior to the scheduled time of their respective shareholders meeting.

6.8 Post-Merger BOSC Board. On or prior to the Closing Date, the BOSC Board shall take such actions as are necessary to increase the size of the BOSC Board by one seat and to appoint to the BOSC Board immediately after the Effective Time one individual currently serving as a member of the AUB Board, selected by BOSC in its sole discretion.

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

6.10 Estoppel Letters and Consents. AUB shall use commercially reasonable efforts to obtain and deliver to BOSC at the Closing with respect to all real estate: (i) owned by AUB, an estoppel letter dated as of the Closing Date in a form reasonably acceptable to BOSC from each tenant; and (ii) leased by AUB, an estoppel letter dated as of the Closing Date in a form reasonably acceptable to BOSC from each lessor to the extent required by the applicable lease. AUB shall also use commercially reasonable efforts to obtain the waiver, approval and/or consents to assignment for all AUB Material Contracts so identified as requiring consent on the Disclosure Schedule (the "Consents"). Where required by law or by agreements with third parties, AUB shall use commercially reasonable best efforts to obtain from third parties, prior to the Closing Date, all other consents to the transactions contemplated by this Agreement.

6.11 Antitakeover Statutes. BOSC and AUB and their respective Boards of Directors shall, if any Antitakeover Law or similar statute becomes applicable to this Agreement and the transactions contemplated hereby, take all action reasonably necessary to ensure that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise to minimize the effect of Antitakeover Law or similar statute on this Agreement and the transactions contemplated hereby.

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

6.13 Indemnification: Directors and Officers Insurance.

(a) For a period of six (6) years from and after the Effective Time, BOSC shall indemnify and hold harmless, to the fullest extent permitted under applicable Law and the AUB Articles, the AUB Bylaws (and shall also advance expenses as incurred to the fullest extent permitted under applicable Law and the AUB Articles and the AUB Bylaws), each present and former director and officer of AUB (in each case, when acting in such capacity) determined as of the Effective Time (collectively, the **"Indemnified Parties"**) against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of matters existing or occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement; provided that the Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification by BOSC.

(b) Any Indemnified Party wishing to claim indemnification under Section 6.13(a), upon learning of any claim, action, suit, proceeding or investigation described above, must promptly notify BOSC, but the failure to so notify shall not relieve indemnification obligations which BOSC may have to such Indemnified Party; provided that failure to so notify will not affect the obligations of BOSC under Section 6.13(a) unless and to the extent that BOSC is actually and materially prejudiced as a consequence, including to the extent the failure to so notify impacts D&O Insurance (as defined below) coverage.

(c) Prior to the Effective Time, AUB shall, or if AUB is unable to, BOSC as of the Effective Time shall, obtain at the cost and expense of AUB, "tail" directors & officers and cyber & privacy liability combined insurance (providing only for the Side A coverage for Indemnified Parties where the existing policies also include Side B coverage for AUB) with a claims period of six (6) years from and after the Effective Time with respect to directors' and officers' liability insurance and fiduciary liability insurance (collectively, **"D&O Insurance"**) with benefits and levels of coverage at least as favorable to the Indemnified Parties as AUB's existing policies with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby); provided, however, that in no event shall AUB expend for "tail" insurance policies a premium amount in excess of \$80,000 (the **"Maximum Amount"**); provided, further, that if the premium for such insurance coverage exceeds the Maximum Amount AUB and BOSC shall obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Amount.

(d) The provisions of this Section 6.13 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party as if he or she was a party to this Agreement, and shall be binding upon the assigns and successors of BOSC.

6.14 California Permit.

(a) Preparation and Filing of Permit Application. BOSC and AUB contemplate that all shares of BOSC Common Stock exchanged for shares of AUB Common Stock in the Merger shall be exempt from the Securities Act under the provisions of Section 3(a)(10) of such act. BOSC shall promptly prepare and file an appropriate application with the Commissioner for a permit to issue and exchange securities as described in Section 25142 of the CGCL and as will be in compliance with the California Corporate Securities Law of 1968 (the "DBO Permit"). The DBO Permit shall approve the issuance of a sufficient number of shares of BOSC Common Stock to complete the exchange of shares of AUB Common Stock for shares of BOSC Common Stock pursuant to Article III of this Agreement. BOSC and AUB shall cooperate in all reasonable respects with regard to the preparation of the related Proxy Statement-Offering Circular in preliminary form so it can be filed with the Commissioner for purposes of a permit application under Section 25142 of the CGCL. The Proxy Statement-Offering Circular shall constitute a disclosure document for the offer and issuance of the shares of BOSC Common Stock to be received by holders of AUB Common Stock in the Merger and, a proxy statement with respect to the solicitation of the shareholders of AUB and the shareholders of BOSC with respect to approval of this Agreement and the transactions contemplated hereby (including the Merger), and shall include (i) statements to the effect that the AUB Board has unanimously recommended that holders of AUB Common Stock vote in favor of the approval of this Agreement and the transactions contemplated hereby (including the Merger) and the BOSC Board has unanimously recommended that holders of BOSC Common Stock vote in favor of the approval of this Agreement and the transactions contemplated hereby (including the Merger); and (ii) such other information as AUB and BOSC may agree is required or advisable to be included therein. BOSC and AUB shall each provide promptly to the other such information concerning its business and financial condition and affairs as may be required or appropriate for inclusion in the permit application or in the Proxy Statement-Offering Circular (or other proxy or solicitation materials), and shall cause its legal counsel, financial advisors and independent auditors to cooperate with the other party's legal counsel, financial advisors and independent auditors in the preparation of the permit application and the Proxy Statement-Offering Circular (and any other proxy or solicitation materials).

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

6.15 Benefit Plans.

(a) Termination of AUB Benefit Plans. At the Effective Time, AUB shall terminate: (a) any stock option agreements that have not been previously exercised or cashed out pursuant to Section 3.2; and (b) any other AUB Benefit Plans that BOSC may

specify; provided, however, that BOSC must give prior advance written notice of any such request for termination at least thirty (30) days prior to the Closing Date. At the Effective Time, AUB shall pay its employees all accrued but unused vacation time. Prior to the Effective Time, AUB shall take all action necessary to change the trustees of any and all 401(k) Plans AUB maintains to Jim Burgess.

(b) Participation in BOSC Benefit Plans. As of and following the Effective Time, the employees of AUB as of the Effective Time who continue to be employed by BOSC after the Effective Time (collectively, the "**Former AUB Employees**") shall be eligible to participate in BOSC benefit plans in which the similarly situated employees of BOSC participate, to the same extent as such similarly situated employees of BOSC participate. With respect to each BOSC benefit plan, BOSC agrees that for purposes of determining eligibility to participate, vesting and benefits (other than benefit accruals under any defined benefit pension plan), service with AUB shall be treated as service with BOSC; provided, however, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits. To the extent permitted by any insurer of a BOSC benefit plan, BOSC shall cause such BOSC benefit plan to waive: (i) any pre-existing condition restriction that did not apply under the terms of any analogous AUB Benefit Plan immediately prior to the Effective Time; and (ii) any waiting period limitation or evidence of insurability requirement which would otherwise be applicable to a Former AUB Employee on or after the Effective Time to the extent such Former AUB Employee had satisfied any similar limitation or requirement under an analogous AUB Benefit Plan prior to the Effective Time for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the BOSC Benefit Plan.

(c) Severance Program. Other than as set forth on Schedule 6.15(c) of the AUB Disclosure Schedule, any former employee of AUB (excluding any such employee who is party to an employment agreement, change-in-control agreement or retention bonus agreement which provides for severance payments) whose employment is terminated (other than for cause, which is defined as willful breach of, habitual neglect of, willful failure to perform, or inability to perform, employee's duties and obligations to AUB or BOSC or employee's fraud, gross incompetency, personal dishonesty involving AUB's or BOSC's assets or willful misconduct of employee's duties) by BOSC within twelve (12) months following the Closing Date, shall be entitled to receive severance payments in an amount equal to one (1) week base pay for each full year of service, based upon the employee's date of hire by AUB (plus a prorated amount for each partial year of service, such service determined by taking into account service with AUB and BOSC, with a minimum of four (4) weeks of base pay; provided, however, that for purposes of this Section 6.15 an employee shall also be considered to be terminated by BOSC if such individual resigns after: (i) any reduction in base salary or incentive compensation from that paid or made available immediately prior to the Closing Date; or (ii) being required to be based at any office or location more than forty miles from where the individual was based on the date immediately preceding the Closing Date, except for travel reasonably required in the performance of responsibilities and commensurate with the amount of travel required prior to the Closing Date.

6.16 Certain Policies

Prior to the Closing Date and after receipt of all Regulatory Approvals, AUB shall, consistent with GAAP and applicable banking Laws and regulations, to the extent requested by BOSC, modify or change any of its accounting policies and practices (including loan classifications and levels of reserves) and make accounting adjustments, if any, so as to be applied on a basis that is consistent with that of BOSC; provided, however, that no such modifications or changes need be made prior to the satisfaction of the condition set forth in Section 7.1(a); and further provided that in any event, no accrual or reserve made by AUB pursuant to this Section 6.16 shall constitute or be deemed to be a breach, violation of or failure to satisfy any representation, warranty, covenant, agreement, condition or other provision of this Agreement or otherwise be considered in determining whether any such breach, violation or failure to satisfy shall have occurred. The recording of any such adjustments shall not be deemed to imply any misstatement of previously furnished financial statements or information and shall not be construed as concurrence of AUB or its management with any such adjustments.

ARTICLE VII

CONDITIONS TO CONSUMMATION OF THE TRANSACTION

7.1 Conditions to Each Party's Obligation to Effect the Transactions Contemplated Hereby. The respective obligation of each of the parties hereto to consummate the transactions contemplated hereby (the "Closing") is subject to the fulfillment or, to the extent permitted by applicable Law, written waiver by the parties hereto prior to the Closing Date, of each of the following conditions:

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

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

(c) Requisite Shareholder Approvals. This Agreement shall have been duly approved by the affirmative vote of at least two-thirds of the outstanding shares of AUB Common Stock (the "Requisite AUB Shareholder Approval") and by the affirmative

vote of at least two-thirds of the outstanding shares of BOSC Common Stock (the "Requisite BOSC Shareholder Approval") in accordance with Section 215a(a)(2) of the NBA.

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

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

(a) Representations and Warranties. The representations and warranties of BOSC set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date), except where the failure to be so true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on BOSC, provided that the representations and warranties of BOSC: (i) set forth in Section 5.3(a), Section 5.3(e) and Section 5.3(g) shall be true and correct as of such dates in all respects; and (ii) set forth in Section 5.3(b) shall be true and correct as of such dates in all respects other than for such failures to be true and correct as are *de minimis* in effect, and AUB shall have received a certificate, dated the Closing Date and signed on behalf of BOSC by the President and Chief Executive Officer and the Chief Financial Officer of BOSC to such effect.

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

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

(d) Payment of Merger Consideration. BOSC shall have delivered the merger consideration to the Exchange Agent and the Exchange Agent shall have provided AUB with a certificate evidencing such delivery.

(e) Appointment of AUB Director to the BOSC Board. BOSC shall have resolved to appoint an individual serving on the AUB Board immediately prior to the Effective Time, as identified by BOSC, in its sole discretion, to serve on the BOSC Board immediately following the Effective Time.

(f) Pre-Merger Financing. BOSC shall have raised at least \$15,000,000 at the Pre-Merger Financing Price in the Pre-Merger Financing.

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

(h) Exemption. BOSC shall have received written acceptance from the applicable Government Authority if BOSC intends to issue the shares of BOSC Common Stock pursuant to an exemption in lieu of the DBO Permit as required under Section 7.1(d) or registration under the Securities Act.

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

(a) Representations and Warranties. The representations and warranties of AUB set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date), except where the failure to be so true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on BOSC or AUB, provided that the representations and warranties of AUB set forth in Section 5.2(a), Section 5.2(b), Section 5.2(e), Section 5.2(g) and Section 5.2(m) shall be true and correct as of such dates in all respects, and BOSC shall have received a certificate, dated the Closing Date and signed on behalf of AUB by the President and Chief Executive Officer and the Chief Financial Officer of AUB to such effect.

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

(c) Estoppel Letters and Consents. AUB shall have delivered fully executed estoppel letters and Consents as required by Section 6.10.

(d) FIRPTA Certificate. AUB shall have delivered to BOSC a properly executed statement from AUB that meets the requirements of Treasury Regulations

Sections 1.1445-2(c)(3) and 1.897-2(h)(1), dated as of the Closing Date and in form and substance satisfactory to BOSC.

(e) Dissenters' Rights. The shares of AUB Common Stock that were voted against the Merger and the shares of AUB Common Stock held by all holders of AUB Common Stock who have provided written notice to AUB at or prior to the AUB Shareholders Meeting that such holder(s) dissents from the Merger shall not constitute more than five percent (5%) of the outstanding AUB Common Stock as of the date of the AUB Shareholders Meeting.

(f) Resignations. BOSC shall have received a written resignation from each of the directors of AUB, effective as of the Effective Time.

(g) Termination of Employment Agreements. Adriana Boeka, Eunice Lim, and Jeffrey Pollard shall have entered into, executed and delivered to BOSC and AUB the "waiver and release agreement" required under their employment agreements with AUB, which agreements shall have become irrevocable and shall not have been rescinded or amended without BOSC's prior written approval, in its sole discretion.

(h) Change in Control Payments. AUB shall have accrued the amounts and expenses to be made under its employment agreements and change in control agreements, and such payments will, to the extent permissible under applicable Law, be made concurrently with the Effective Time.

(i) Cash out of AUB Stock Options. AUB shall have made cash payments to holders of AUB stock options entitled to such payment pursuant to Section 3.2.

(j) Closing Financial Statements. At least five (5) Business Days prior to the Effective Time, AUB shall have provided BOSC with AUB's financial statements presenting the financial condition of AUB as of the close of business on the last day of the month ended prior to the Effective Time and its results of operations for the period from January 1, 2018 through the close of business on the last day of the last month ended prior to the Effective Time (which shall be prepared in all material respects in accordance with GAAP and regulatory accounting principles and other applicable legal and accounting requirements) and shall be accompanied by a certificate of AUB's Chief Financial Officer dated as of the Effective Time that such financial statements continue to reflect accurately as of the date of the certificate, the financial condition of AUB in all material respects and that such financial statements reflect accruals for all fees and expenses incurred or expected to be incurred in connection with the transactions contemplated in this Agreement.

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

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

ARTICLE VIII

TERMINATION

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

(a) Mutual Consent. By the mutual consent in writing of BOSC and AUB.

(b) Breach.

(i) By AUB, if BOSC shall have breached or failed to perform any of its representations, warranties, covenants or agreements contained herein or if any representation or warranty of BOSC shall have become untrue, which breach or failure to perform or to be true, either individually or in the aggregate, if occurring or continuing at the Effective Time (A) would result in the failure of any of the conditions set forth in Sections 7.1 or 7.2 and (B) cannot be or has not been cured by the earlier of (X) the Outside Date (as hereinafter defined) and (Y) 30 days after the giving of written notice to BOSC of such breach or failure; provided, that AUB shall not have the right to terminate this Agreement pursuant to this Section 8.1(b)(i) if AUB is then in material breach of any of its covenants or agreements set forth in this Agreement; or

(ii) By BOSC, if AUB shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement (other than with respect to a breach of Section 6.5 or 6.6 as to which Section 8.1(d) shall apply), or if any representation or warranty of AUB shall have become untrue, which breach or failure to perform or to be true, either individually or in the aggregate, if occurring or continuing at the Effective Time (A) would result in the failure of any of the conditions set forth in Section 9.1 or 9.3 and (B) cannot be or has not been cured by the earlier of (X) the Outside Date and (Y) 30 days after the giving of written notice to AUB of such breach or failure; provided, that BOSC shall not have the right to terminate this Agreement pursuant to this Section 8.1(b)(ii) if BOSC is then in material breach of any of its covenants or agreements set forth in this Agreement.

(c) No Regulatory Approval. By BOSC or AUB in the event BOSC or AUB receives written notice from or is otherwise advised by a Governmental Authority that it will not grant (or intends to rescind or revoke if previously approved) any Regulatory Approval or the approval of any Governmental Authority required for consummation of the transactions contemplated hereby shall have been denied by final nonappealable action of such Governmental Authority or an application therefor shall have been permanently withdrawn at the request of a Governmental Authority, or in the event the approval of any Governmental Authority required for consummation of the transactions contemplated hereby will not be granted without the imposition of a Burdensome Condition; provided, however, that no party shall have the right to terminate this Agreement pursuant to this Section 8.1(c) if such denial shall be due to the failure of such party seeking to terminate this Agreement to perform or observe the covenants of such party set forth herein.

(d) Breach of No Solicitation or Negotiation. By BOSC, if AUB shall have breached any covenant contained in Section 6.5.

(e) Material Adverse Change.

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

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

(f) Outside Date. By BOSC or AUB if the Merger shall not have been consummated by September 30, 2018 (the "Outside Date"); provided, however, that neither party shall have the right to terminate this Agreement pursuant to this Section 8.1(f) if the failure of such party to perform or comply in all material respects with the covenants and agreements of such party set forth in this Agreement shall have been the direct cause of, or resulted directly in, the failure of the Merger to be consummated by the Outside Date.

(g) Requisite Shareholder Approvals. By BOSC or AUB if the Requisite AUB Shareholder Approval and the Requisite BOSC Shareholder Approval shall not have been obtained.

(h) Actions. By BOSC or AUB if any court of competent jurisdiction or other Governmental Entity shall have issued a judgment, order, injunction, rule or decree, or taken any other action restraining, enjoining or otherwise prohibiting any of the transactions contemplated by this Agreement and such judgment, order, injunction, rule, decree or other action shall have become final and nonappealable; provided, however, that the party seeking to terminate this Agreement pursuant to this Section 8.1(h) shall have used its reasonable best efforts to contest, appeal and remove such judgment, order injunction, rule, decree, ruling.

(i) No Solicitation; Recommendation. By BOSC if: (A) there is an Adverse Recommendation Change; (B) AUB enters into an Alternative Acquisition Agreement relating to an Acquisition Proposal; or (C) AUB fails publicly to reaffirm its recommendation of the Merger within five (5) Business Days after the date any Acquisition Proposal or any material modification thereto is first communicated, published or sent or given to AUB's shareholders (which reaffirmation must also include, with respect to an Acquisition Proposal, an unconditional rejection of such Acquisition Proposal, it being understood that taking no position with respect to the acceptance of such Acquisition Proposal or modification thereto shall constitute a failure to reject such Acquisition Proposal.

(j) Superior Proposal. By AUB, if AUB enters into an Alternative Acquisition Agreement with respect to a Superior Proposal.

(k) Notice of Termination. In the event a party elects to effect any termination pursuant to Sections 8.1(b) through (j) above, it shall give written notice to the other party hereto specifying the basis for such termination.

8.2 Liabilities and Remedies; Liquidated Damages; Expense Reimbursement.

(a) Fees and Expenses.

(i) Except as otherwise provided in this Section 8.2(a), all fees and expenses incurred in connection with this Agreement, the Merger and the other transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

(ii) In the event this Agreement is terminated: (A) by AUB pursuant to Section 8.1(j); or (B) by BOSC pursuant to Section 8.1(i), AUB shall pay to BOSC a termination fee of \$2,000,000 (the "Termination Fee"). Payment of the Termination Fee shall be made by wire transfer of same day funds to the account or accounts designated by BOSC as promptly as reasonably practicable after termination, but in no event later than three (3) Business Days after termination. The payment by AUB of the Termination Fee pursuant to this Section 8.2(a)(ii) shall be the sole and exclusive remedy of BOSC with respect to the termination of this Agreement pursuant to the sections of the Agreement enumerated above in this Section 8.2(a)(ii).

(iii) In the event that this Agreement is terminated by AUB pursuant to Section 8.1(b)(i), by BOSC pursuant to Sections 8.1(b)(ii) or 8.1(d), or by BOSC pursuant to Section 8.1(g) because any shareholder of AUB listed in Exhibit A-1 breaches his or her obligations in the Shareholder Agreement to vote his or her shares of AUB Common Stock in favor of this Agreement and the Merger, then the breaching party shall reimburse the non-breaching party for all of its reasonable out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, investment bankers, experts and consultants to the non-breaching party) incurred by the non-breaching party or on its behalf in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby (the "Party Expenses"), up to a maximum amount of \$500,000. Payment of the Party Expenses shall be made by wire transfer of same day funds to the account or accounts designated by the party entitled to Party Expenses hereunder as promptly as reasonably practicable after the breaching party has been notified of the amount of the Party Expenses by the non-breaching party, but in no event later than three (3) Business Days after termination.

(iv) In the event this Agreement is terminated by BOSC pursuant to Section 8.1(d) or 8.1(g) and within twelve (12) months after the date of such termination AUB enters into any agreement in respect of an Acquisition Proposal, AUB shall pay BOSC the difference between the Termination Fee and the Party Expenses by wire transfer of same day funds to the account or accounts designated by BOSC as promptly as reasonably practicable after entering into the Acquisition Proposal, but in no event later than three (3) Business Days after entering into the Acquisition Proposal.

(b) Each of AUB and BOSC acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, AUB and BOSC would not enter into this Agreement. Accordingly, if any party fails promptly to pay any amounts due to the other party pursuant to this Section 8.2, and, in order to obtain such payment, the party to which any amount under this Section 8.2 is due and owing from the other party commences a suit that results in a judgment against such other party for the amounts set forth in this Section 8.2, the non-prevailing party shall pay to the prevailing party its costs and expenses (including reasonable attorneys' fees and expenses) in connection with such suit, together with interest on the amounts due pursuant to this Section 8.2 from the date such payment was required to be made until the date of payment at the prime lending rate as published in The Wall Street Journal in effect on the date such payment was required to be made.

(c) Specific Performance. The parties agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached (including failing to take such actions as are required of them hereunder to consummate this Agreement). Accordingly, except as otherwise set forth in Section 8.2(a)(ii), each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any state or federal court, this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives any defense in any action for specific performance that a remedy at law would be adequate.

ARTICLE IX

MISCELLANEOUS

9.1 Survival of Representations, Warranties and Agreements. No representations, warranties, covenants and agreements of the parties hereto set forth in this Agreement shall survive the Effective Time (other than agreements or covenants contained herein that by their terms are to be performed in whole or in part after the Effective Time) or the termination of this Agreement if this Agreement is terminated prior to the Effective Time (other than this Article IX, Section 6.4(c) and Section 8.2(a), which shall survive such termination).

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

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

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

9.5 Expenses. Except as otherwise provided for in Section 8.2, all expenses incurred by BOSC and AUB in connection with or related to the authorization, preparation and execution of this Agreement, the solicitation of shareholder approvals and all other matters related to the Closing of the transactions contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of agents, representatives, counsel, and accountants employed by either of the parties or their respective Affiliates, shall be borne solely and entirely by the party which has incurred the same, including, but not limited to, any costs and/or expense associated with the mailing of the Proxy Statement-Offering Circular to the AUB shareholders and the soliciting of the approval of its shareholders shall be paid by AUB and those expenses associated with the mailing of the Proxy Statement-Offering Circular to the BOSC Shareholders and the soliciting of the approval of its shareholders shall be paid by BOSC; provided, however, that notwithstanding the foregoing, BOSC shall be solely responsible for the costs of the filing fee for filing the application for the DBO Permit with the DBO and the cost of printing the Proxy Statement-Offering Circular shall be divided among BOSC and AUB with BOSC responsible for fifty percent (50%) of such printing costs and AUB responsible for the remaining fifty percent (50%) of such printing costs.

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

If to AUB:

Americas United Bank
801 N. Brand Boulevard, Suite 1150
Glendale, California 91203
Attention: Adriana M. Boeka, President
Email: aboeka@aubank.com

With a copy to:

King, Holmes, Paterno & Soriano, LLP
 1900 Avenue of the Stars, 25th Floor
 Los Angeles, California 90067
 Attention: Keith T. Holmes, Esq.
 Email: kholmes@khpslaw.com

If to BOSC:

Bank of Southern California
 12265 El Camino Real, Suite 100
 San Diego, California 92130
 Attention: Nathan L. Rogge, President and CEO
 Email: nrogge@banksocal.com

With a copy to:

Duane Morris, LLP
 865 South Figueroa Street, Suite 3100
 Los Angeles, California 90017
 Attention: S. Alan Rosen, Esq.
 Email: arosen@duanemorris.com

9.7 Entire Understanding; No Third-Party Beneficiaries. This Agreement, the AUB Non-Competition and Voting Agreements, the AUB Voting Agreements, and the Confidentiality Agreement represent the entire understanding of the parties hereto and thereto with reference to the transactions contemplated hereby, and this Agreement, the AUB Non-Competition and Voting Agreements, the AUB Voting Agreements, and the Confidentiality Agreement supersede any and all other oral or written agreements heretofore made. Except for the provisions of Sections 6.13 and 6.15, nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties hereto or their respective successors any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

9.9 Interpretation. When a reference is made in this Agreement to Sections, Annexes or Schedules, such reference shall be to a Section of, or Annex or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this

Agreement are for reference purposes only and are not part of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the words "as of the date hereof" are used in this Agreement, they shall be deemed to mean the day and year first above written.

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

9.11 Alternative Structure. Notwithstanding any provision of this Agreement to the contrary, BOSCO may, after providing AUB at least twenty (20) Business Days' written notice, modify the structure of the acquisition of AUB set forth herein, provided that: (i) the consideration to be paid to the holders of AUB Common Stock is not (x) thereby changed in kind or reduced in amount as a result of such modification or (y) negatively impacted from a Tax perspective; and (ii) the change in structure does not materially delay the transaction. In the event BOSCO elect to make such a change, the parties agree to execute appropriate documents to reflect the change.

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE]

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

**BANK OF SOUTHERN CALIFORNIA,
NATIONAL ASSOCIATION**

By: 

Print Name: Nathan L. Rogge

Its: President and Chief Executive Officer

By: 

Print Name: Janessa Iwan

Its: Assistant Corporate Secretary

AMERICAS UNITED BANK

By: _____

Print Name: Adriana M. Boeka

Its: President

By: _____

Print Name: Jeffrey Pollard

Its: Secretary

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

**BANK OF SOUTHERN CALIFORNIA,
NATIONAL ASSOCIATION**

By: _____

Print Name: Nathan L. Rogge

Its: President and Chief Executive Officer

By: _____

Print Name: Janessa Iwan

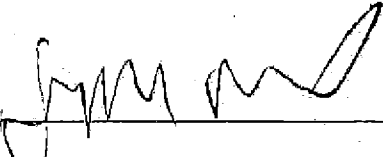
Its: Assistant Corporate Secretary

AMERICAS UNITED BANK

By:  _____

Print Name: Adriana M. Boeka

Its: President

By:  _____

Print Name: Jeffrey Pollard

Its: Secretary

Exhibit A

**FORM
OF
SHAREHOLDER AGREEMENT**

This **SHAREHOLDER AGREEMENT**, dated as of February 21, 2018 (this "**Agreement**"), is entered into by and among Bank of Southern California, N.A., a national banking association ("**BCAL**"), and the undersigned shareholder ("**Shareholder**") of Americas United Bank, a California state-chartered commercial bank ("**AUB**"), with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, BCAL and AUB are entering into an Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time; the "**Merger Agreement**"), providing, among other things, for the merger of AUB with and into BCAL, with BCAL surviving as a national banking association (the "**Merger**");

WHEREAS, AUB's Board has approved the Merger Agreement and the transactions contemplated thereby;

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

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

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

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

AGREEMENT

1. Ownership of Shares; Transfer.

(a) Except as otherwise described in Appendix A, Shareholder represents and warrants to BCAL that: (i) Shareholder is the sole record and beneficial owner of, and has good and marketable title to, the Shares; (ii) the Shares constitute all of Shareholder's interest in the outstanding capital stock and voting securities of AUB; (iii) Shareholder holds all of the Shares free and clear of any liens, claims, options, charges or other encumbrances, except for Shares that are currently subject to stock options (and then subject only to such stock option's stock option agreement) and except as to any restrictions on sale imposed by Federal or state securities laws and/or regulations; and (iv) Shareholder has the sole right to vote the Shares (other than the Shares that are subject to stock options) and, except as contemplated by this Agreement, none of the Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares. Shareholder's principal residence or place of business is accurately set forth on the signature page hereto. As used herein, the term "Expiration Date" shall mean the earlier to occur of: (i) the Effective Time (as defined in the Merger Agreement); or (ii) the termination of the Merger Agreement in accordance with the terms thereof.

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

2. Agreement to Vote Shares.

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

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

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

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

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

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

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

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

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

6. **Consent and Waiver.** Shareholder hereby consents to and approves the actions taken by AUB's Board in approving the Merger and approving the Merger Agreement and gives any consents or waivers that are reasonably required for the consummation of the Merger under the terms of any agreement to which Shareholder is a party; provided, however, that Shareholder shall not be required by this Section 6 to give any consent or waiver in his or her capacity as a director or officer of AUB.

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

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

Shareholder and any obligation of Shareholder hereunder shall be binding upon the heirs, guardians, administrators, personal representatives, successors and assigns of Shareholder. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of AUB affecting the Shares, or the acquisition of additional shares of capital stock of AUB by Shareholder, the number of shares of capital stock of AUB listed under the heading "Total Number of Shares of AUB Common Stock Subject to this Agreement" shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any additional shares of capital stock of AUB issued to or acquired by Shareholder.

9. Miscellaneous.

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

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

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

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

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

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

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

(ii) If to BCAL:

Bank of Southern California, N.A.
12265 El Camino Real, Suite 100
San Diego, CA 92130
Attention: Nathan Rogge, President & CEO
Telephone: (858) 847-4784
Facsimile: (858) 847-4701
E-mail: nrogge@banksocal.com

With a copy to:

Duane Morris LLP
865 South Figueroa, Suite 3100
Los Angeles, California 90017
Attention: S. Alan Rosen, Esq.
Telephone: (213) 689-7461
Facsimile: (213) 403-5768
E-mail: arosen@duanemorris.com

(iii) If to AUB:

Americas United Bank
801 N. Brand Blvd.
Suite 180
Glendale, CA 91203
Attention: Adriana M. Boeka, President & CEO
Telephone: (818) 637-7001
Facsimile: (818) 247-4003
E-mail: aboeka@aubank.com

With a copy to:

King, Holmes, Paterno & Soriano, LLP
1900 Avenue of the Stars, 25th Floor
Los Angeles, California 90067
Attention: Keith T. Holmes, Esq.
Telephone: (310) 282-8932

Facsimile: (310) 282-8903
E-mail: holmes@khpslaw.com

(g) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California (however, not to the exclusion of any applicable federal law), without regard to California statutes or judicial decisions regarding choice of law questions. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the Central District of the State of California solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated herein and therein, and hereby waive, and agree to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such documents, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such California state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9(e) of this Agreement or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

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

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

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

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

BANK OF SOUTHERN CALIFORNIA, N.A.

By: _____
Name: _____
Title: _____

SHAREHOLDER:

Name: _____
Address: _____
Facsimile: _____
E-mail: _____
Total Number of Shares of AUB Common Stock Subject to this Agreement: _____

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

Name: _____

APPENDIX A

Shareholder Name: _____

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

Exceptions to Representations:

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

Other exceptions:

Exhibit A-1

LIST OF SHAREHOLDERS
REQUIRED TO SIGN
SHAREHOLDER AGREEMENTS

Adriana M. Boeka
Eunice Lim
Jeffrey Pollard
Richard L. Martin
Raul R. Porto
Manuel J. Remón
Noel R. Ryan, Jr.
Larry H. Satcher
Larry S. Scherzer

Exhibit B

**FORM
OF
NON-SOLICITATION, NON-COMPETITION AND
CONFIDENTIALITY AGREEMENT**

This **NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT**, dated as of February 21, 2018 (this "**Agreement**"), is entered into by and among Bank of Southern California, N.A., a national banking association ("**BCAL**"), and _____ (the "**Undersigned**"), a director and/or an executive officer of Americas United Bank, a California state-chartered commercial bank ("**AUB**"), with reference to the following:

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, BCAL and AUB are entering into an Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the "**Merger Agreement**"), providing, among other things, for the merger of AUB with and into BCAL, with BCAL surviving as a national banking association (the "**Merger**");

WHEREAS, AUB's Board has approved the Merger Agreement and the transactions contemplated thereby;

WHEREAS, the Undersigned is a director and/or executive officer of AUB and a shareholder of AUB; and

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

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

AGREEMENT

**ARTICLE 1
DEFINITIONS**

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

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

"Excluded Services" means customary legal, accounting, insurance, mortgage banking, investment banking, and investment management and advisory services.

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

"Financial Services" means the origination, purchasing, selling and servicing of commercial, real estate, residential, construction, SBA, and/or consumer loans; the solicitation and provision of deposit services; and all other services of AUB as such exist or are contemplated by AUB as of the Closing Date. Excluded Services shall not constitute Financial Services.

"Prospective Customer" means any Person, other than a Customer, with whom AUB has actively pursued a relationship for Financial Services since January 1, 2017; provided, however, that AUB's general solicitation for business, such as through print or media advertising, does not constitute active pursuit of a relationship.

"Restricted Period" means the period commencing as of the date of this Agreement and ending on the second anniversary of the Closing Date of the Merger.

"Restricted Territory" means:

- Orange County, California
- San Diego County, California
- Los Angeles County, California
- Riverside County, California

"Trade Secrets" means:

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

(b) Notwithstanding any other provisions of this Agreement to the contrary, "Trade Secrets" shall not include any: (i) information that is or has become available from a third party who learned the information independently and is not or was not bound by a confidentiality agreement with respect to such information; (ii) information readily ascertainable from public, trade or other non-

confidential sources (other than as a result, directly or indirectly, of a disclosure or other dissemination in contravention of a confidentiality agreement known to the Undersigned); or (iii) information that has been acquired by the Undersigned as a result of his or her relationship with the Customer or Prospective Customer unrelated to the Undersigned's service as a director or employment with AUB or BCAL.

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

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

1.4 The use herein of any gender specific word (such as "he" or "his") includes both the male and female genders.

ARTICLE II

ACKNOWLEDGMENTS BY THE UNDERSIGNED

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

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

investment in AUB materially impaired, if the Undersigned were to solicit or aid in the solicitation of any Person who is an officer or employee of AUB or BCAL to terminate such Person's employment relationship with, or to take any action that would be disadvantageous to AUB, BCAL or any successor, in each case as provided pursuant to the terms of this Agreement. Accordingly, the Undersigned expressly acknowledges that he or she is voluntarily entering into this Agreement and that the terms and conditions of this Agreement are fair and reasonable to the Undersigned in all respects.

ARTICLE III

NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY

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

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

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

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

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

3.3. Non-Solicitation.

(a) Non-Solicitation of Customers and Prospective Customers. The Undersigned agrees that during the Restricted Period, the Undersigned shall not, directly or indirectly, without the prior written consent of BCAL, or any successor, on behalf of any Financial Institution, use any Trade Secret to solicit or aid in the solicitation of Customers or Prospective Customers for Financial Services or use any Trade Secret to induce or attempt to induce any Person who is a Customer, Prospective Customer, supplier, or distributor of BCAL and/or any successor to terminate such Person's relationships with BCAL or any successor; provided, however, that nothing in this Agreement is intended to prohibit or restrict general advertising or solicitation not directed at such Customers, Prospective Customers, suppliers or distributors. From the date hereof and for any period that the Undersigned serves as a director of or is employed by BCAL or any successor, the Undersigned agrees, upon the reasonable request of BCAL, to use his or her commercially reasonable efforts (but not at his or her personal expense) to retain the business of BCAL and promote the acquisition of new business by BCAL.

(b) Non-Solicitation of Officers or Employees. The Undersigned agrees that during the Restricted Period, the Undersigned shall not, directly or indirectly, without the prior written consent of BCAL, on behalf of any Financial Institution, solicit or aid in the solicitation of any officer or employee or induce or attempt to induce any officer or employee of BCAL or any successor to terminate such Person's employment with BCAL, BCAL's parent or any successor; provided, however, that nothing in this Agreement is intended to prohibit or restrict general advertising or solicitation not directed at such officers or employees. From the date hereof and for any period that the Undersigned is employed by BCAL, AUB or any successor, the Undersigned, upon the reasonable request of BCAL, AUB or any successor, as applicable, agrees to use his or her commercially reasonable efforts (but not at his or her own personal expense) to retain the officers and employees of BCAL, AUB and any successor. For purposes of this Section 3.3(b), the terms "officer" and "employee" shall mean the following: (i) for the period of time that the Undersigned is employed by BCAL or AUB, the terms "officer" and "employee" shall refer to any person employed by BCAL and/or AUB at the time of the solicitation or attempted solicitation, and/or any person who was employed by AUB, BCAL and/or any successor at any time within the ninety (90) days prior to the date of said solicitation or attempted solicitation; or (ii) for the period of time following the Undersigned's employment with BCAL, AUB and/or any successor, the terms "officer" and "employee" shall refer to any person who was employed by BCAL, AUB and/or any successor at the time of the termination of the Undersigned's employment with BCAL or AUB, as applicable, or any person who was employed by AUB, BCAL and/or any successor at any time within the ninety (90) day period immediately preceding the termination of the Undersigned's employment with BCAL, AUB or any successor.

3.4. Non-Competition. If the Undersigned is an independent director of AUB, as identified on Exhibit B-1 to the Merger Agreement, which is incorporated herein by this reference, at any time during the period commencing as of the date of this Agreement and ending on the Closing Date of the Merger, then, without the prior written consent of BCAL, which may be withheld in BCAL's sole and absolute discretion, during the Restricted Period, the Undersigned shall not, directly or indirectly, own, manage, operate, control, engage or have any

interest in any Person, firm, corporation or business (whether as an employee, officer, director, agent, security holder, creditor, consultant or otherwise and other than in the form of a passive investment not to exceed 5% of the outstanding shares of any class of security or of the total outstanding equity of any company), other than BCAL, that engages, in any manner, in the provision of Financial Services in the Restricted Territory.

3.5. Affirmative Support. The Undersigned agrees that during the Restricted Period, unless (i) the Merger is not consummated, (ii) the Merger Agreement is terminated in accordance with its terms, or (iii) the parties hereto mutually agree to terminate this Agreement, the Undersigned will use his or her commercially reasonable efforts to support and refrain from intentionally and materially (a) disparaging the goodwill of BCAL or AUB, (b) harming their respective customer and client relationships, or (c) disparaging the business or banking reputation of BCAL or AUB.

ARTICLE IV INDEPENDENCE OF OBLIGATIONS

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

ARTICLE V GENERAL

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

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

5.3. Termination.

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

(b) Unless sooner terminated under Section 5.3(a), this Agreement shall terminate only on the mutual agreement of the Undersigned and BCAL.

5.4. Specific Performance. The Undersigned acknowledges and agrees that irreparable injury will result to BCAL and/or any successor in the event of a breach by the Undersigned of any of the provisions of this Agreement and that BCAL and/or any successor will have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of this Agreement, which includes but is not limited to any breach by the undersigned of the provisions of Paragraphs 3.1, 3.3 or 3.4, and in addition to any other legal or equitable remedy BCAL and/or any successor may have, BCAL and/or any successor shall be entitled to the entry of a preliminary injunction and a permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction, to restrain the violation or breach thereof by the Undersigned or any affiliates, agents or any other Persons acting for or with the Undersigned in any capacity whatsoever, and the Undersigned submits to the jurisdiction of such court in any such action. In addition, after discussing the matter with the Undersigned, BCAL, and/or any successor shall have the right to inform any third party that BCAL and/or any successor reasonably believes to be, or to be contemplating, participating with the Undersigned or receiving from the Undersigned assistance in violation of this Agreement, of the terms of this Agreement and of the rights of BCAL and/or any successor hereunder, and that participation by any such Persons with the Undersigned in activities in violation of the Undersigned's agreement with BCAL and/or any successor set forth in this Agreement may give rise to claims by BCAL and/or any successor against such third party.

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

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

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

(ii) If to BCAL:

Bank of Southern California, N.A.
12265 El Camino Real, Suite 100
San Diego, CA 92130
Attention: Nathan Rogge, President & CEO
Telephone: (858) 847-4784

Facsimile: (858) 847-4701
 E-mail: nrogge@banksocal.com

With a copy to:

Duane Morris LLP
 865 South Figueroa, Suite 3100
 Los Angeles, California 90017
 Attention: S. Alan Rosen, Esq.
 Telephone: (213) 689-7461
 Facsimile: (213) 403-5768
 E-mail: arosen@duanemorris.com

(iii) If to AUB:

Americas United Bank
 801 N. Brand Blvd.
 Suite 180
 Glendale, CA 91203
 Attention: Adriana M. Boeka, President & CEO
 Telephone: (818) 637-7001
 Facsimile: (818) 247-4003
 E-mail: aboeka@aubank.com

With a copy to:

King, Holmes, Paterno & Soriano, LLP
 1900 Avenue of the Stars, 25th Floor
 Los Angeles, California 90067
 Attention: Keith T. Holmes, Esq.
 Telephone: (310) 282-8932
 Facsimile: (310) 282-8903
 E-mail: holmes@khpslaw.com

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

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

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

5.10. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California (however, not to the exclusion of any applicable federal law), without regard to California statutes or judicial decisions regarding choice of law questions. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of California and the federal courts of the United States of America located in the Central District of the State of California solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated herein and therein, and hereby waive, and agree to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such documents, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such California state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.6 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

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

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

5.13. Counterparts. This Agreement may be executed in one or more counterparts, including by electronic transmission, each of which so executed shall be deemed to constitute an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

BANK OF SOUTHERN CALIFORNIA, N.A.

By: _____
Name: _____
Title: _____

"UNDERSIGNED"

Name: _____

Address: _____

Phone: _____
Facsimile: _____
E-mail: _____

Exhibit B-1

**LIST OF DIRECTORS AND EXECUTIVE OFFICERS
REQUIRED TO SIGN
NON-SOLICITATION, NON-COMPETITION AND
CONFIDENTIALITY AGREEMENTS**

The following independent directors are subject to Section 3.4:

Richard L. Martin
Raul R. Porto
Manuel J. Remón
Noel R. Ryan, Jr.
Larry H. Satcher
Larry S. Scherzer

The following director and executive officers are not subject to Section 3.4:

Adriana M. Boeka
Eunice Lim
Jeffrey Pollard

D1465889

[Uploaded By]

Lois Archuletta

Name

Licensing Specialist

Title

3/15/2018 6:52 PM EDT

Date and Time

Bank of Southern California,
National Association

Institution

Business Combination -
Non-Affiliate Merger

Filing Type

24100


Institution Charter Number

2018-WE-Combination-302408

Filing Control Number



I hereby certify that the foregoing transcript of 104 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 02 2018 

Date: _____



ALEX PADILLA, Secretary of State

TRADEMARK