

MNB HOLDINGS CORPORATION

**3060 16th Street
San Francisco, California 94103
Telephone (415) 826-3627**

2024 ANNUAL MEETING OF SHAREHOLDERS INFORMATION STATEMENT JULY 31, 2024

Introduction

This Information Statement is being furnished to the shareholders of MNB Holdings Corporation, a California corporation (the **“Company”**), in connection with the 2024 Annual Meeting of Shareholders to be held in person at Mission National Bank (the **“Bank”**), 3060 16th Street, San Francisco, CA 94103 on Wednesday, July 31, 2024 at 10:00 a.m. and at any adjournments or postponements thereof (the **“Annual Meeting”**). This Information Statement is being mailed to our Shareholders on or about June 13, 2024.

A copy of the annual report of the Company for the fiscal year ended December 31, 2023 (Independent Auditor’s Report and Consolidated Financial Statements) (the **“Annual Report”**) is enclosed with this Information Statement. Additional copies of the Annual Report are also available upon request to the Secretary of the Company at MNB Holdings Corporation, 3060 16th Street, San Francisco, California 94103.

VOTING SECURITIES

The Board of Directors has designated Monday, June 3, 2024 as the Record Date for the Annual Meeting (the **“Record Date”**). Only shareholders of record as of the close of business on the Record Date will be entitled to notice of and to vote at the Meeting. As of the Record Date, the Company had 456,788 shares of Common Stock outstanding.

Any person giving a proxy in the form accompanying this Information Statement has the power to revoke that proxy prior to its exercise by delivering written notice to the Company stating that the proxy is revoked, by executing a subsequent proxy that is presented at the meeting, or by attending the Annual Meeting and voting in person.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table page sets forth information, as of the Record Date, pertaining to beneficial ownership of the Company’s Common Stock (the sole class of stock outstanding) by

persons known to the Company to own 5% or more of the Company's Common Stock. This information has been obtained from the Company's records, or from information furnished directly by the individual or entity to the Company. The table should be read with the understanding that more than one person may be the beneficial owner or possess certain attributes of beneficial ownership with respect to the same securities.

Name and Address	Relationship to Company	Amount Beneficially Owned ¹	Percentage Ownership ²
Rommel R. Medina 1028 Mission Street San Francisco, CA 94103	Shareholder	134,140	29.37%
Alma Vivar ³ 315 Abbot Avenue Daly City, CA 94014	Shareholder Director	153,120	33.52%

The following table page sets forth information, as of the Record Date, pertaining to beneficial ownership of the Company's Common Stock (the sole class of stock outstanding) by current directors of the Company, nominees for director and all directors, nominees for director and executive officers of the Company as a group. This information has been obtained from the Company's records, or from information furnished directly by the individual or entity to the Company. The table should be read with the understanding that more than one person may be the beneficial owner or possess certain attributes of beneficial ownership with respect to the same securities. Therefore, careful attention should be given to the footnote references set forth in the column "Amount and Nature of Beneficial Ownership."

¹ Based on information available to the Company without independent verification.

² Based upon 456,788 shares outstanding.

³ On July 19, 2022, 128,120 shares were transferred from Ruell Medina to the Medina 2021 MNBH Trust. These 128,120 shares are currently held in the Medina 2021 MNBH Trust of which Alma Vivar is the trustee. Regulatory approval for the acquisition of these shares by the Medina 2021 MNBH Trust with Alma Vivar as trustee was obtained on February 10, 2022. Alma Vivar also owns in her individual capacity 25,000 shares (or 5.5% of the Company's Common Stock).

<u>Name and Address of Beneficial Owner (1)</u>	<u>Relationship With the Company</u>	<u>Amount and Nature of Beneficial Ownership (2)</u>	<u>Percent of Class (3)</u>
Jarhett Blonien	Current Chairman and Director of Company, Current Director of Bank, and nominee for Director of Company	154	< 1%
William (Billy) R. Chan	Current Director of Company and Bank, Secretary of the Bank, and nominee for Director of Company	30	< 1%
David Choi	Current Director of Bank	20	< 1%
Ming Chow	Vice Chairman, President, Chief Financial Officer & Current Director of Company; President, Chief Financial Officer and current Director of the Bank; and nominee for Director of Company	1300	< 1%
JoAnne Loughlin	Current Chairman and Director of the Bank, and nominee for Director of Company	121	< 1%
Julio Prada	Current Director of the Bank	300	< 1%
Ray G. Skinner	Current Director and Secretary of Company, CEO of the Bank, and nominee for Director of Company	615	<1%
Alma M. Vivar (4)	Current Director of Company and the Bank, and nominee for Director of Company	153,120	33.52%
All Directors, Nominees for Directors, and Executive Officers as a Group (8 in Number)		155,660	34.08%

- (1) The business address for all persons is c/o MNB Holdings Corporation, 3060 16th Street, San Francisco, CA 94103.
- (2) Includes shares beneficially owned directly and indirectly together with associates. Subject to applicable community property laws and shared voting and investment power with a spouse, the persons listed have sole voting and investment power with respect to such shares unless otherwise noted. Except as otherwise noted, the figures set forth above may include shares held by such person's spouse (except where legally separated) and minor children, and by any other relative of such person who has the same home; shares held in "street name" for the benefit of such person; shares held by a family or retirement trust to which such person is a trustee and primary beneficiary with sole voting and investment power (or shared power with a spouse); or shares held in an Individual Retirement Account or pension plan as to which such person (and/or his/her spouse) is the sole beneficiary and has pass-through voting rights and investment power.
- (3) Based upon 456,788 shares outstanding.
- (4) See footnote 3 on page 2 above.

INFORMATION REGARDING CORPORATE GOVERNANCE

The directors of the Company are elected annually by the shareholders to manage the Company's overall business and affairs. The Company, as the sole shareholder of Mission National Bank (the "**Bank**"), is entitled to elect the directors of the Bank. The Board of Directors of the Bank, in turn, selects and oversees the members of the Bank's senior management who are charged with conducting the business of the Bank under applicable standards of safety and soundness. The Board of Directors of the Bank (the "**Bank Board**") then appoints certain committees for oversight of Bank various activities.

Committees of the Bank Board of Directors

In 2023, the Bank had the following Board committees:

- Audit Committee
- ALCO (Asset and Liabilities Committee)
- Loan and Investment Committee
- Compliance Committee
- Compensation Committee⁴

Following is a brief description of the members and functions of each of the standing committees of the Bank:

Audit Committee:

The Audit Committee has been established by the Bank Board. The primary purpose of the Audit Committee of the Bank is to assist the Board in fulfilling its oversight responsibilities by reviewing the Bank's financial reports and other financial information provided by the Bank to governmental bodies (e.g., federal banking regulators and the Internal Revenue Service) or the public, the Bank's systems of internal controls regarding finance, accounting, regulatory compliance and ethics that management and the Board have established, the Bank's internal audit function and the Bank's auditing, accounting and financial reporting processes. Consistent with the Audit Committee's primary purpose, the Audit Committee should encourage continuous improvement of, and should foster adherence to, the Bank's policies, procedures and practices at all levels. Members of the Audit Committee are independent of management. The Members of the Bank's Audit Committee are: JoAnne Loughlin, William (Billy) Chan and Alma Vivar. The Audit Committee met 7 times in 2023.

ALCO (Asset and Liabilities Committee):

The Asset/Liability Committee of the Board (ALCO) has been established by the Bank Board to assist the Board of Directors by assessing the adequacy and monitoring the implementation of the Bank's Asset/Liability Management (ALM) and related procedures. The ALM includes specific policies and procedures relating to (i) interest rate risk, (ii) market and investment risk, (iii) liquidity

⁴ Note that the Compensation Committee was dissolved in April 2023.

risk, (iv) credit risk, and (v) capital risk. The members of the Bank's ALCO are: Jarhett Blonien, William (Billy) Chan, and Alma Vivar. The ALCO met 5 times in 2023.

Compliance Committee:

The Compliance Committee has been created by the Bank Board. The Committee oversees the Bank's compliance with laws and regulations applicable to the Bank's banking business, including the statutes and regulations administered by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and other regulators ("Regulators"). The members of the Bank's Compliance Committee are: Julio Prada, JoAnne Loughlin and David Choi. The Compliance Committee met 15 times in 2023.

Loan and Investment Committee:

The Loan and Investment Committee ("LIC") has been created by the Bank Board. The LIC oversees: the credit and lending strategies and objectives of the Bank; the credit risk management of the Bank, including reviewing internal credit policies and establishing portfolio limits as further described below; and the quality and performance of the Company and the Bank's credit portfolio. Additionally, the LIC approves or declines loans that are presented to them by the Bank's Credit Administration. The LIC also reviews on a quarterly basis, for recommendation to the full Board, the Allowance for Loan and Lease Losses ("ALLL") also known as the Allowance for Credit Losses ("ACL"). In addition, the LIC reviews the stress test, at least semi-annually. The members of the Bank's LIC are: David Choi, Jarhett Blonien and Julio Prada. The LIC met 23 times in 2023.

Compensation Committee:

The Bank's Compensation Committee was dissolved on April 27, 2023. From January 2023 until the time it was dissolved the Compensation Committee was responsible for determining, or recommending to the Bank Board for determination, the compensation of the CEO and all other executive officers of the Bank. Upon the Bank's Compensation Committee being dissolved in April 2023, the Bank Board as a whole became responsible for determining the compensation of the CEO and other executives of the Bank. The current members of the Bank's Board are: JoAnne Loughlin, Julio Prada, David Choi, Jarhett Blonien, Billy Chan, Alma Vivar, Ming Chow and Ray Skinner (however, Ming Chow and Ray Skinner refrain from voting on matters regarding compensation of the CEO and other executives of the Bank). The Compensation Committee met 1 time in 2023.

Compensation of Directors

During 2023, each non-independent director of the Bank received a monthly retainer of \$3,500 per month or a total of \$42,000 per year, and the independent directors of the Bank received \$5,000 per month for a total of \$60,000 per year. Beginning January 1, 2024, each non-independent and independent director of the Bank is to receive a monthly retainer of \$3,000 per month or a total of \$36,000 per year, with a \$500 increase per month for the Board Chairperson, Audit Committee Chairperson, LIC Chairperson and Compliance Committee members. The directors of the Company

do not receive separate compensation for their services as such. The independence of a director is determined by the Bank Board applying factors found in FDIC regulations applicable to banks with more than \$500 million in assets.

EXECUTIVE OFFICERS OF THE COMPANY

Set forth below is certain information with respect to the Company's Executive Officers. (As used throughout this Information Statement, the term "Executive Officer" refers to the Bank's Chief Executive Officer, and the Company's President and Chief Financial Officer (who holds the same offices with the Bank). The Company does not have a Chief Executive Officer at this time.

<u>NAME</u>	<u>AGE</u>	<u>POSITION</u>	<u>EXECUTIVE OFFICER SINCE</u>
Ray G. Skinner	59	Chief Executive Officer of the Bank	June 2022
Ming S. Chow	50	President and Chief Financial Officer of the Company and the Bank	June 2021

For more information on the background and business experience of the Executive Officers of the Company, see the descriptions for these individuals who are also nominees for director under Proposal No. 1 below.

TRANSACTIONS WITH DIRECTORS AND EXECUTIVE OFFICERS

Some of the executive officers, directors, and principal shareholders of the Company and the companies with which they are associated have been customers of, and have had banking transactions with the Bank in the ordinary course of the Bank's business during 2023, and the Bank expects to continue to have such banking transactions in the future. All loans and commitments to lend included in such transactions have been made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with other persons of similar creditworthiness; and in the opinion of the Management of the Bank, have not involved more than the normal risk of repayment or presented any other unfavorable features.

PROPOSALS TO BE MADE AT THE 2024 ANNUAL MEETING OF SHAREHOLDERS

PROPOSAL NO. 1 - Election of Directors of the Company

The Bylaws of the Company, as amended, provide that the Board of Directors shall consist of not less than five (5) and not more than nine (9) directors. Prior to April 25, 2024, the authorized number of directors had been fixed by resolution of the Board of Directors at five (5), but on April 25, 2024 a resolution was adopted by the Board of Directors to increase the number of directors to six (6) as of the date of the upcoming Annual Meeting on July 31, 2024.

The persons named on the following pages have been nominated for election as directors of the Company, to serve until the next Annual Meeting and until their successors are duly elected and qualified. All of those nominees who are elected to be directors of the Company will also serve as members of the Board of Directors of the Bank, in addition to other persons appointed by the Board of Directors of the Company. Directors will be elected by a plurality of the votes cast by the holders of the Company's Common Stock, voting in person or by proxy at the Annual Meeting. A plurality vote means that the six (6) nominees receiving the largest number of votes cast will be elected. If any nominee becomes unable or unwilling to serve as a director, new nominees may be proposed at the Annual Meeting in accordance with the Company's Bylaws. The Board of Directors presently has no knowledge that any of the nominees will be unable or unwilling to serve.

Any Shareholder wishing to nominate an individual to serve on the Board of Directors should give notice to the President of the Company as provided in the Bylaws and as reflected in the Notice of Annual Meeting mailed with this Information Statement. The Chairperson of the Meeting may disregard nominations not made in accordance with the procedures set forth in the Company's Bylaws.

In connection with the election of directors (only), shares may be voted under the rules of cumulative voting. Cumulative voting is a process that allows every Shareholder to cast a number of votes equal to the number of shares held in his or her name as of the Record Date, multiplied by the number of directors to be elected (six, in the case of this Annual Meeting). All of these votes may be cast for any one nominee, or they may be distributed among as many nominees as the Shareholder sees fit. The nominees receiving the highest number of votes, up to the number of places to be filled, will be elected.

Under California law and the Company's bylaws, no Shareholder may cumulate votes unless at least one Shareholder present in person at the Annual Meeting gives notice to the Chairperson of the Meeting, prior to the vote, of his or her intention to vote cumulatively (notice of intention to vote cumulatively may not be given by proxy). Once the cumulative voting process has been properly invoked, all Shareholders eligible to vote will be entitled to cumulate their votes in voting for the election of the directors, but only for persons whose names have been duly placed in nomination prior to the voting for election of directors. Again, the cumulative voting rules only apply to the election of directors – no other matter that may come before the Annual Meeting will be subject to cumulative voting. The Board of Directors does not, at this time, intend to seek cumulative voting unless the required notice by a Shareholder is given. If that happens, the shares to be voted by the members of the Board of Directors may be voted cumulatively in the discretion of the individual directors, or at the discretion of their proxy holders, if any of them have given proxies.

The table on the following pages sets forth certain information with respect to those persons who have been nominated and recommended to be elected by the current Board of Directors. For information pertaining to stock ownership of each of the nominees, please refer to the "SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT" section of this Information Statement above.

The Company's Board of Directors has nominated the following candidates for election to the Board of Directors, commencing after the Annual Meeting. Information regarding the age,

background and experience of each director nominee is set forth below.

Nominees for Election to the Board of Directors

Jarhett Blonien, age 40, has served as a director of the Company since 2021 and as Chairman of the Board of the Company since 2022. He is a government relations attorney with J. Blonien, A Professional Law Corporation. He is also the owner of JR Digital Strategies, LLC. Mr. Blonien has years of experience working at various levels of state government and has spent his career mastering the legislative process, forming relationships with key players and learning how to creatively implement successful strategies amidst a constantly evolving political landscape. Mr. Blonien is a recognized expert of gaming and government law. His practice area covers issues such as health care, local government, land use, financial institutions, water and environmental issues. Prior to starting his own business, Mr. Blonien served under Kamala Harris in the California Department of Justice as a Deputy Attorney General. The focus of his public sector legal work included environmental, criminal and civil rights issues. Prior to working in the Attorney General's Office, he attended Santa Clara University where he received both his Bachelors of Science and Juris Doctorate Degrees. Mr. Blonien is a member of the California State Bar.

William (Billy) R. Chan, age 48, has served as a director of the Company since 2017. Mr. Chan is a business transactions lawyer with Chan Punzalan LLP (and previously the Law Offices of Billy Chan) in San Francisco, California. He handles business and corporate work for new companies, established businesses, individual entrepreneurs, family shops, large enterprises, multi-entity groups, private firms, small corporations, and big partnerships. Mr. Chan completed his undergraduate education at UCLA, where he graduated with honors. He attended law school at Berkeley, then-known as the UC Berkeley School of Law (Boalt Hall). Mr. Chan is an active member of the legal community. He is a past President of both the Asian American Bar Association and the Filipino Bar Association of Northern California. His current community involvement includes service as a director for the nonprofit that organizes the Undiscovered night market in the SoMa district of San Francisco.

Ming S. Chow, age 50, has served as President of the Company and the Bank since June 2021 and Chief Financial Officer since 2013. Mr. Chow also served as Acting Chief Executive Officer from September 2017 to March 2018. Mr. Chow has over 25 years of experience in the financial services industry. Mr. Chow has held a number of executive and senior positions with community banks in California, Nevada, and Arizona, ranging from \$200 million to \$3 billion in total assets. Mr. Chow has served as a Director of the Association of Asian American Bankers since 2021. Mr. Chow received a Master of Business Administration from Queens University of Charlotte and a Bachelor of Science degree from the University of North Carolina at Charlotte. Mr. Chow is also a graduate of the Pacific Coast Banking School at the University of Washington.

Ray G. Skinner, age 59, has served as the Chief Executive Officer director of the Bank since June 2022. Mr. Skinner has also served as a director of the Company since June 2022. Previously, Mr. Skinner served as Chief Executive Officer of Town & Country Bank in Salem, Missouri from January 2019 to August 2021. Before that, he was Chief Banking Officer of Highland Union Bank in Abingdon, Virginia (which was acquired by First Community Bank) from January 2016 to January 2019. He has over 30 years of experience leading and building high-

performance bank teams that help individuals, organizations, and communities grow. Mr. Skinner has also served as CEO and in other senior executive positions for banks in Georgia, Hawaii, and Tennessee. Mr. Skinner received his bachelor's degree from the University of Mississippi and is a graduate of the Barret Graduate School of Banking at Christian Brothers University. Mr. Skinner serves as Chairman of the Board of Trustees of Mid-America Baptist Seminary and College. He is also a member of the executive committee of the Board of Regents at the Barret School of Banking.

Alma M. Vivar, age 75, has served as a director of the Company since 2010. Since 2001, she has been the owner of Vestal House ICF/DD-H, a San Leandro, California based Residential Care Facility. She served as President of the Players Group from 2000 to 2008.

JoAnne Loughlin, age 67, has served as a Director of the Bank since 2018. Ms. Loughlin served as a Senior Business Assurance Manager for Moss Adams LLP for 21 years. Prior to that, Ms. Loughlin served as a Regional Operations Coordinator for Great Western Bank for 14 years. Ms. Loughlin received her Bachelor of Arts in Business from Sonoma State University and was a Certified Public Accountant.

There are no family relationships among any of the Company's executive officers or directors. No director of the Company is known by the Company to be a director of any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act, or of any company registered as an investment company under the Investment Company Act of 1940, as amended.

Certain Legal Proceedings

In 2015, the Office of the Comptroller of the Currency ("OCC"), the primary federal regulator of the Company's subsidiary, Mission National Bank ("Bank"), issued a Supervisory Condition Imposed in Writing ("SCIW") requiring the Bank Board to submit an acceptable strategic plan to the OCC for no supervisory objection on at least an annual basis. Despite repeated efforts by the Bank, as has been previously disclosed, the OCC determined the Bank Board failed to meet this requirement. In 2020, the Bank Board and the OCC executed a Consent Order ("2020 CO") requiring the Bank Board to address certain Bank Secrecy Act and Anti-Money Laundering ("BSA/AML") deficiencies, as well as to ensure appropriate Board and management oversight. The OCC later determined that certain members of the Bank Board failed to ensure that the Bank achieved compliance with the 2020 CO and that the Bank was in violation of multiple Articles of the 2020 CO.

Members of the Bank Board disputed the characterization of the OCC's criticism and made numerous efforts to correct the cited deficiencies through the extensive efforts of management resources, time and attention, as well as the use of outside advisors and consultants. Many of the matters requiring board attention were in fact resolved. However, the OCC issued letters threatening legal action against some but not all of the Bank's directors, including Bank directors Cesar V. Alegria, Jr., William (Billy) R. Chan, David Choi, JoAnne Loughlin, Julio Prada and Alma M. Vivar. In the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings, and without admitting or denying any wrongdoing, those members of the Bank Board, including Company director nominees William (Billy) Chan

and Alma M. Vivar, each individually consented to the issuance of a consent order and to pay a civil money penalty in amount of \$10,000 each in 2022. Directors Cesar Alegria, William (Billy) Choi, JoAnne Loughlin, and Julio Prada subsequently decided to not seek reelection to the Company Board of Directors at the 2022 Annual Meeting or the 2023 Annual Meeting, but have since remained on the Board of Directors of the Bank. Director Cesar Alegria has since passed away. As noted above, JoAnne Loughlin is nominated for election to the Company Board of Directors at the 2024 Annual Meeting.

The consent orders do not otherwise prohibit such directors from continuing their involvement as directors of the Bank or the Company, and all such directors committed to resolving all pending issues between the OCC and the Bank as expeditiously as possible. No portion of these penalties or legal expenses of such directors were indemnified by nor paid by the Company or the Bank.

In January 2024, the Bank's Board approved a Strategic Plan covering years 2024 to 2026 which the Bank's Board and management believe satisfies the OCC's expectations for the Bank's Strategic Plan. The Bank's Board and management also believe that the Bank has made acceptable substantial progress in addressing the concerns raised in the 2020 CO (particularly with regard to the Bank's BSA/AML program), with the Bank in compliance or pending validation with regard to most of the articles of the 2020 CO. The Company's Board and the Bank's Board and management continue to prioritize addressing the outstanding issues in the 2020 CO.

Recommendation of Management

The Board of Directors of the Company recommends a vote **"FOR"** the election of the directors nominated by the Board of Directors.

PROPOSAL NO. 2 – Approval of 2024 Restricted Stock Plan

Subject to approval at the 2024 Annual Meeting, the Board has approved the adoption of the 2024 Restricted Stock Plan (the "Plan") and a sample form of a 2024 Restricted Stock Award Agreement (the "RSA Agreement") of the Company which Plan authorizes the issuance of up to 22,890 shares (5% of the current outstanding shares) of the Company's Common Stock to officers, directors and employees of the Company and the Company's affiliates and subsidiaries (such as the Bank). There are approximately: (i) 4 officers of the Company and the Company's affiliates and subsidiaries; (ii) 8 directors of the Company and the Company's affiliates and subsidiaries; and (iii) 25 employees of the Company and the Company's affiliates and subsidiaries. The Plan provides that the restricted stock awards and the terms of such awards (up to the total amount of shares in the Plan) are to be granted by the Board of Directors or a committee of the Board of Directors in accordance with the Plan and without further approval of the Shareholders of the Company. The RSA Agreement form may also be subsequently amended without approval by the Shareholders of the Company.

The purpose of the Plan is to advance the interests of Company and its shareholders by providing a means to attract, retain, and motivate officers, directors and employees of the Company

and its subsidiaries and affiliates, upon whose judgment, initiative and efforts the continued success, growth and development of the Company is dependent.

The Plan shall terminate within ten (10) years after the date that the shareholders of the Company approve Plan. The Plan is attached hereto as Exhibit A, and a sample RSA Agreement form is attached hereto as Exhibit B.

Vote Required

Approval of the Plan in the form provided attached as Exhibit A hereto, as approval of the Plan requires the affirmative vote of the holders of a majority of the shares of the Company's Common Stock present or represented by proxy and voting at the Annual Meeting.

Recommendation of Management

The Board of Directors of the Company recommends a vote “**FOR**” for the approval of the Plan.

PROPOSAL NO. 3 - Ratification of Appointment of Independent Auditors

The Board of Directors has appointed Moss Adams LLP to serve as the Company's independent auditors for the 2024 fiscal year. In this Proposal No. 2, the shareholders of the Company are being asked to ratify the Board's appointment of Moss Adams LLP as independent auditors of the Company.

A representative of Moss Adams LLP is expected to attend the Annual Meeting and will have an opportunity to make a statement if the representative desires to do so, and the representative is expected to be available to respond to appropriate questions.

Vote Required

Ratification of the appointment of Moss Adams LLP as the Company's independent auditors for the 2024 fiscal year requires the affirmative vote of the holders of a majority of the shares of Common Stock present or represented by proxy and voting at the Annual Meeting.

Recommendation of Management

The Board of Directors of the Company recommends a vote “**FOR**” ratification of the appointment of Moss Adams LLP as independent auditors of the Company for the 2024 fiscal year.

2025 ANNUAL MEETING OF SHAREHOLDERS

Next year's Annual Meeting of Shareholders will be held on or about July 31, 2025. The deadline for shareholders to submit proposals for inclusion in the Information Statement and form of proxy for the 2025 Annual Meeting of Shareholders is December 31, 2024. All shareholder proposals to be included in the 2025 Information Statement and form of proxy should be submitted by Certified Mail, Return Receipt Requested, to the Secretary, MNB Holdings Corporation, 3060 16th Street, San Francisco, California 94103.

June 13, 2024
San Francisco, California

BY ORDER OF THE BOARD OF DIRECTORS OF MNB HOLDINGS CORPORATION

EXHIBIT A

2024 Restricted Stock Plan

[Attached]

MNB Holdings Corporation

2024 RESTRICTED STOCK PLAN

1. Purpose.

The purpose of the MNB Holdings Corporation 2024 Restricted Stock Plan is to advance the interests of MNB Holdings Corporation, a California corporation (the “Company”), and its shareholders by providing a means to attract, retain, and motivate officers, directors and employees of the Company and its subsidiaries and affiliates (collectively, “Employees”) upon whose judgment, initiative and efforts the continued success, growth and development of the Company is dependent.

2. Definitions.

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) “Affiliate” means any entity other than the Company and its Subsidiaries that is designated by the Board or the Committee as a participating employer under the Plan; provided, however, that the Company directly or indirectly owns at least 20% of the combined voting power of all classes of equity interests of such entity or at least 20% of the ownership interests in such entity.

(b) “Award” means any Restricted Shares granted to an Eligible Employee under the Plan.

(c) “Award Agreement” means any written agreement, contract, or other instrument or document evidencing an Award.

(d) “Beneficiary” means the person, persons, trust or trusts which have been designated by an Eligible Employee in his or her most recent written beneficiary designation filed with the Company to receive the benefits specified under this Plan upon the death of the Eligible Employee, or, if there is no designated Beneficiary or surviving designated Beneficiary, then the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive such benefits.

(e) “Board” means the Board of Directors of the Company.

(f) “Code” means the Internal Revenue Code of 1986, as amended from time to time. References to any provision of the Code shall be deemed to include successor provisions thereto and regulations thereunder.

(g) “Committee” means the Compensation Committee of the Board, or such other Board committee (which may include the entire Board) as may be designated by the Board to administer the Plan; provided, however, that, unless otherwise determined by the Board, the Committee shall consist of two or more directors of the Company, each of whom is a “non-employee director” within the meaning of Rule 16b-3 under the Exchange Act; provided further, however, that the mere fact that the Committee shall fail to qualify under either of the foregoing requirements shall not invalidate any Award made by the Committee which Award is otherwise validly made under the Plan.

(h) “Company” means MNB Holdings Corporation, a California corporation, or any successor corporation.

(i) “Eligible Employee” means an Employee of the Company, a Subsidiary or an Affiliate. Notwithstanding any provisions of this Plan to the contrary, an Award may be granted to an Employee in connection with his or her hiring or retention prior to the date the Employee first performs services for the Company, a Subsidiary or an Affiliate; provided, however, that any such Award shall not become vested prior to the date the Employee first performs such services.

(j) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time. References to any provision of the Exchange Act shall be deemed to include successor provisions thereto and regulations thereunder.

(k) “Fair Market Value” means, with respect to Shares or other property, the fair market value of such Shares or other property determined by such methods or procedures as shall be established from time to time by the Committee. If the Shares are listed on any established stock exchange or a national market system, unless otherwise determined by the Committee in good faith, the Fair Market Value of Shares shall mean the closing price per Share on the date in question (or, if the Shares were not traded on that day, the next preceding day that the Shares were traded) on the principal exchange or market system on which the Shares are traded, as such prices are officially quoted on such exchange.

(l) “Participant” means an Eligible Employee who has been granted an Award under the Plan.

(m) “Plan” means this MNB Holdings Corporation Restricted Stock Plan.

(n) “Restricted Shares” means an Award of Shares under Section 5 hereof that may be subject to certain restrictions and to a risk of forfeiture.

(o) “Rule 16b-3” means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act.

(p) “Shares” means common stock of the Company.

(q) “Subsidiary” means any entity (other than the Company) in an unbroken chain of entities beginning with the Company if each of the entities (other than the last entity in the unbroken chain) owns shares possessing 50% or more of the total combined voting power of all classes of equity interests in one of the other entities in the chain.

3. Administration.

(a) Authority of the Committee. The Plan shall be administered by the Committee, and the Committee shall have full and final authority to take the following actions, in each case subject to and consistent with the provisions of the Plan:

- (i) to select Eligible Employees to whom Awards may be granted;
- (ii) to designate Affiliates;

(iii) to determine the number of Awards to be granted, the number of Shares to which an Award may relate, the terms and conditions of any Award granted under the Plan (including, but not limited to, any restriction or condition, any schedule for lapse of restrictions or conditions relating to transferability or forfeiture, and waiver or accelerations thereof, and waivers of performance conditions relating to an Award, based in each case on such considerations as the Committee shall determine), and all other matters to be determined in connection with an Award;

(iv) to determine whether, to what extent, and under what circumstances an Award may be settled in cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, exchanged, or surrendered;

(v) to determine whether, to what extent, and under what circumstances cash, Shares, other Awards, or other property payable with respect to an Award will be deferred either automatically, at the election of the Committee or at the election of the Eligible Employee;

(vi) to prescribe the form of each Award Agreement, which need not be identical for each Eligible Employee;

(vii) to adopt, amend, suspend, waive, and rescind such rules and regulations and appoint such agents as the Committee may deem necessary or advisable to administer the Plan;

(viii) to correct any defect or supply any omission or reconcile any inconsistency in the Plan and to construe and interpret the Plan and any Award, rules and regulations, Award Agreement or other instrument hereunder;

(ix) to accelerate the vesting of all or any portion of any Award;

(x) to determine whether uncertificated Shares may be used in satisfying Awards and otherwise in connection with the Plan; and

(xi) to make all other decisions and determinations as may be required under the terms of the Plan or as the Committee may deem necessary or advisable for the administration of the Plan.

(b) Manner of Exercise of Committee Authority. The Committee shall have sole discretion in exercising its authority under the Plan. Any action of the Committee with respect to the Plan shall be final, conclusive, and binding on all persons, including the Company, Subsidiaries, Affiliates, Eligible Employees, any person claiming any rights under the Plan from or through any Eligible Employee and shareholders of any of the foregoing. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to other members of the Board or officers or managers of the Company or any Subsidiary or Affiliate the authority, subject to such terms as the Committee shall determine, to perform administrative functions with respect to the Plan.

(c) Limitation of Liability. Each member of the Committee shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any Employee of the Company or any Subsidiary or Affiliate, the Company's independent certified public accountants or other professional

retained by the Company to assist in the administration of the Plan. No member of the Committee, and no Employee of the Company acting on behalf of the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Committee and any Employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action, determination or interpretation.

4. Shares Subject to the Plan.

(a) Subject to adjustment as provided in Section 4(b) hereof, the total number of Shares reserved for issuance in connection with Awards under the Plan shall be 22,839 shares of common stock. No Award may be granted if the number of Shares to which such Award relates, when added to the number of Shares previously issued under the Plan exceeds the number of Shares reserved under the applicable provisions of the preceding sentence. If any Awards are forfeited, canceled, terminated, exchanged or surrendered, or such Award is settled in cash or otherwise terminates without a distribution of Shares to the Participant, any Shares counted against the number of Shares reserved and available under the Plan with respect to such Award shall, to the extent of any such forfeiture, settlement, termination, cancellation, exchange or surrender, again be available for Awards under the Plan.

(b) In the event that the Committee shall determine that any dividend in Shares, recapitalization, Share split, reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase or share exchange, or other similar corporate transaction or event, affects the Shares such that an adjustment is appropriate in order to prevent dilution or enlargement of the rights of Eligible Employees under the Plan, then the Committee shall make such equitable changes or adjustments as it deems appropriate and, in such manner as it may deem equitable, adjust any or all of (i) the number and kind of shares which may thereafter be issued under the Plan, and (ii) the number and kind of shares, other securities or other consideration issued or issuable in respect of outstanding Awards. In addition, the Committee is authorized to make adjustments in the terms and conditions of, and the criteria and performance objectives, if any, included in, Awards in recognition of unusual or non-recurring events (including, without limitation, events described in the preceding sentence) affecting the Company or any Subsidiary or Affiliate or the financial statements of the Company or any Subsidiary or Affiliate, or in response to changes in applicable laws, regulations, or accounting principles.

(c) Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or treasury Shares including Shares acquired by purchase in the open market or in private transactions.

5. Specific Terms of Awards.

(a) General. Awards may be granted on the terms and conditions set forth in this Section 5. In addition, the Committee may impose on any Award, at the date of grant or thereafter (subject to Section 7(d) hereof), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine.

(b) Restricted Shares. The Committee is authorized to grant Restricted Shares to Eligible Employees on the following terms and conditions:

(i) Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions, if any, as the Committee may impose at the date of grant or thereafter, which restrictions may lapse separately or in combination at such times, under such circumstances (including, without limitation, upon achievement of performance criteria if deemed appropriate by the Committee), in such installments or otherwise, as the Committee may determine. Except to the extent restricted under the Award Agreement relating to the Restricted Shares, an Eligible Employee granted Restricted Shares shall have all of the rights of a shareholder including, without limitation, the right to vote vested Restricted Shares and the right to receive dividends thereon.

(ii) Forfeiture and Vesting. Except as otherwise determined by the Committee, at the date of grant or thereafter, upon termination of service during the applicable restriction period, Restricted Shares and any accrued but unpaid dividends that are at that time subject to restrictions shall be forfeited; provided, however, that the Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that restrictions or forfeiture conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of Restricted Shares. A Restricted Shares Award Agreement may also provide for vesting periods which require the passage of time and/or the occurrence of events in order for the Restricted Shares to vest and become no longer subject to forfeiture.

(iii) Certificates for Shares. Restricted Shares granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Eligible Employee, such certificates shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company shall retain physical possession of the certificate.

(iv) Dividends. Dividends paid on Restricted Shares shall be either paid at the dividend payment date, or deferred for payment to such date as determined by the Committee, in cash or in unrestricted Shares having a Fair Market Value equal to the amount of such dividends. Shares distributed in connection with a Share split or dividend in Shares, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Shares with respect to which such Shares or other property has been distributed.

6. Certain Provisions Applicable to Awards.

(a) Stand-Alone, Additional, Tandem and Substitute Awards. Awards granted under the Plan may, in the discretion of the Committee, be granted to Eligible Employees either alone or in addition to, in tandem with, or in exchange or substitution for, any other Award granted under the Plan or any award granted under any other plan or agreement of the Company, any Subsidiary or Affiliate, or any business entity to be acquired by the Company or a Subsidiary or Affiliate, or any other right of an Eligible Employee to receive payment from the Company or any Subsidiary or Affiliate. Awards may be granted in addition to or in tandem with such other Awards or awards, and may be granted either as of the same time as or a different time from the grant of such other Awards or awards.

(b) Form of Payment Under Awards. Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or a Subsidiary or Affiliate upon the grant or maturation of an Award may be made in such forms as the Committee shall determine at the date of grant or thereafter,

including, without limitation, cash, Shares, notes, or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis. The Committee may make rules relating to installment or deferred payments with respect to Awards, including the rate of interest to be credited with respect to such payments, and the Committee may require deferral of payment under an Award if, in the sole judgment of the Committee, it may be necessary in order to avoid nondeductibility of the payment under Section 162(m) of the Code.

(c) Nontransferability. Unless otherwise set forth by the Committee in an Award Agreement, Awards shall not be transferable by an Eligible Employee except by will or the laws of descent and distribution (except pursuant to a Beneficiary designation). An Eligible Employee's rights under the Plan may not be pledged, mortgaged, hypothecated, or otherwise encumbered, and shall not be subject to claims of the Eligible Employee's creditors.

(d) Noncompetition. The Committee may, by way of the Award Agreements or otherwise, establish such other terms, conditions, restrictions and/or limitations, if any, of any Award, provided they are not inconsistent with the Plan, including, without limitation, the requirement that the Participant not engage in competition with the Company.

(e) Reorganization Events. A "***Reorganization Event***" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Shares of the Company are converted into or exchanged for the right to receive cash, securities or other property or are cancelled, (b) any transfer or disposition of all of the Shares of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company. Upon a Reorganization Event, any unvested Award shall automatically vest in full, subject to the specific terms and conditions of the Award as set forth in the Award Agreement.

7. General Provisions.

(a) Compliance with Legal and Trading Requirements. The Plan, the granting and exercising of Awards thereunder, and the other obligations of the Company under the Plan and any Award Agreement, shall be subject to all applicable federal, state and foreign laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required. The Company, in its discretion, may postpone the issuance or delivery of Shares under any Award until completion of such stock exchange or market system listing or registration or qualification of such Shares or other required action under any state or federal law, rule or regulation as the Company may consider appropriate, and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules and regulations. No provisions of the Plan shall be interpreted or construed to obligate the Company to register any Shares under federal, state or foreign law. The Shares issued under the Plan may be subject to such other restrictions on transfer as determined by the Committee.

(b) No Right to Continued Employment or Service. Neither the Plan nor any action taken thereunder shall be construed as giving any Employee the right to be retained in the employ of the Company or any of its Subsidiaries or Affiliates, nor shall it interfere in any way with the right of the Company or any of its Subsidiaries or Affiliates to terminate any Employee's employment at any time.

(c) Taxes. The Company or any Subsidiary or Affiliate is authorized to withhold from any Award granted any payment relating to an Award under the Plan, including from a distribution of Shares,

or any payroll or other payment to an Eligible Employee, amounts of withholding and other taxes due in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Eligible Employees to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Shares or other property and to make cash payments in respect thereof in satisfaction of an Eligible Employee's tax obligations; provided, however, that the amount of tax withholding to be satisfied by withholding Shares shall be limited to the minimum amount of taxes, including employment taxes, required to be withheld under applicable Federal, state, local and foreign law.

(d) Changes to the Plan and Awards. The Board may amend, alter, suspend, discontinue, or terminate the Plan or the Committee's authority to grant Awards under the Plan without the consent of shareholders of the Company or Participants, except that any such amendment or alternation shall be subject to the approval of the Company's shareholders to the extent such shareholder approval is required under applicable laws or the rules of any stock exchange or automated quotation system on which the Shares may then be listed or quoted; provided, however, that, without the consent of an affected Participant, no amendment, alteration, suspension, discontinuation, or termination of the Plan may materially and adversely affect the rights of such Participant under any Award theretofore granted to him or her. The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retrospectively; provided, however, that, without the consent of a Participant, no amendment, alteration, suspension, discontinuation or termination of any Award may materially and adversely affect the rights of such Participant under any Award theretofore granted to him or her.

(e) No Rights to Awards; No Shareholder Rights. No Eligible Employee or other Employee shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Employees and Employees. No Award shall confer on any Eligible Employee any of the rights of a shareholder of the Company unless and until Shares are duly issued or transferred to the Eligible Employee in accordance with the terms of the Award.

(f) Unfunded Status of Awards. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided, however, that the Committee may authorize the creation of trusts or make other arrangements to meet the Company's obligations under the Plan to deliver cash, Shares, other Awards, or other property pursuant to any Award, which trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant.

(g) Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, and such arrangements may be either applicable generally or only in specific cases.

(h) Not Compensation for Benefit Plans. No Award payable under this Plan shall be deemed salary or compensation for the purpose of computing benefits under any benefit plan or other arrangement of the Company for the benefit of its Employees unless the Company shall determine otherwise.

(i) No Fractional Shares. Unless otherwise determined by the Committee, no fractional Shares shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether

cash, other Awards, or other property shall be issued or paid in lieu of such fractional Shares or whether such fractional Shares or any rights thereto shall be forfeited or otherwise eliminated.

(j) Governing Law; Jurisdiction. The validity, construction, and effect of the Plan, any rules and regulations relating to the Plan, and any Award Agreement shall be determined in accordance with the laws of the State of California, without giving effect to principles of conflict of laws thereof. Any legal suit, action or proceeding arising out of or relating to the Plan or any Award Agreement must be instituted in any court of competent jurisdiction within San Francisco County, California, or the United States District Court for the Northern District of California.

(k) Effective Date; Plan Termination. The Plan shall become effective as of [December 1, 2024]. The Plan shall terminate as to future Awards on [December 1, 2034], which is ten (10) years after the date that the shareholders of the Company approved this Plan, as now or hereafter amended.

(l) Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only. In the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

EXHIBIT B

Sample 2024 Restricted Stock Award Agreement

[Attached]

MNB Holdings Corporation

Restricted Stock Award Agreement

This Restricted Stock Award Agreement (the “Agreement”), is made and entered into as of _____ 20__ (the “Date of Grant”), by and between MNB Holdings Corporation, a California corporation (the “Company”), and _____, an officer, director or employee of the Company, a Subsidiary or Affiliate (the “Grantee”). This Agreement is pursuant to the terms of the Company’s 2024 Restricted Stock Plan (the “Plan”). The applicable terms of the Plan are incorporated herein by reference. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Plan.

Recitals

WHEREAS, the Company has adopted the Plan pursuant to which Awards may be granted; and

WHEREAS, the Committee has determined that it is in the best interests of the Company and its stockholders to grant the Award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

Agreement

1. **Restricted Stock Award.** The Company hereby grants to the Grantee, on the terms and conditions hereinafter set forth, an Award with respect to _____ shares of the Company’s common stock under the Plan (the “Restricted Shares”). The Grantee’s rights with respect to the Restricted Shares shall remain forfeitable by the Grantee until satisfaction of the vesting conditions set forth in Section 3 hereof.

2. **Rights of Grantee.** Except as otherwise provided in this Agreement, the Grantee shall be entitled, at all times on and after the Date of Grant, to exercise all rights of a shareholder with respect to the Restricted Shares whether or not the restrictions thereon shall have lapsed, including the right to vote the Restricted Shares and the right to receive cash dividends thereon (subject to applicable tax withholding). Notwithstanding the foregoing, prior to the expiration of the Period of Restriction (defined below), the Grantee shall not be entitled to transfer, sell, pledge, alienate, hypothecate or assign the Restricted Shares. All rights with respect to the Restricted Shares shall be available only to the Grantee during his or her lifetime, and thereafter to the Grantee’s estate.

3. **Vesting and Lapse of Restrictions.** Subject to the forfeiture provisions of Sections 6 and 7 hereof, any restrictions on the Restricted Shares shall lapse and the Restricted Shares granted hereunder shall vest on _____ (the period from the Date of Grant until _____, the “Period of Restriction”). Notwithstanding the foregoing provisions of this Section 3, but subject to Section 7 hereof, any restrictions on the Restricted Shares shall lapse and the Restricted Shares granted hereunder shall vest upon the occurrence of a Reorganization Event of the Company or upon the death of Grantee.

4. **Escrow and Delivery of Shares.** The Company shall issue Restricted Shares subject to the Award either in certificate form or in book entry form, registered in the name of Grantee with notations regarding the applicable restrictions on transfer imposed under this Award Agreement. If the Company issues Restricted Shares in certificate form, the certificates representing the Restricted Shares shall be issued

and held by the Company in escrow and shall remain in the custody of the Company until their delivery to the Grantee or his or her estate as set forth in Section 6 hereof, subject to the Grantee's delivery of any documents which the Company in its discretion may require as a condition to the issuance of shares and the delivery of shares to the Grantee or his or her estate. While the certificates representing the Restricted Shares are held by the Company, and if so requested by the Company, the Grantee will provide to the Company assignments separate from such certificates, in blank, signed by the Grantee to be held by the Company during the Period of Restriction. Certificates representing the Restricted Shares shall be delivered to the Grantee as soon as practicable following the expiration of the Period of Restriction, provided that the Grantee has satisfied any applicable Withholding Taxes in accordance with Section 8 hereof. Any Shares evidenced by the certificates delivered to the Grantee pursuant to the preceding sentence shall be free of any contractual restrictions on transferability after the last day of the Period of Restriction, subject to compliance with all federal and state securities laws.

5. Stock Certificate Legend. Any stock certificate shall bear a legend in substantially the following form: **"This Certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture, restrictions against transfer and rights of repurchase, if applicable) contained in the Restricted Stock Award Agreement (the "Agreement") between the registered owner of the shares represented hereby and the Company. Release from such terms and conditions shall be made only in accordance with the provisions of the Agreement, a copy of which is on file in the office of the Company's Secretary."** As soon as practicable following the expiration of the Period of Restriction, the Company shall issue new certificates that shall not bear the foregoing legend, which certificates shall be delivered in accordance with Section 4 hereof.

6. Effect of Termination of Service. If the Grantee's service as an Employee (as defined in the Plan) is terminated prior to the end of the Period of Restriction, the Grantee shall forfeit the Restricted Shares, which shall be returned to the treasury of the Company; provided that (i) in the event such termination of service is a result of Grantee's retirement or disability then the Restricted Shares shall not be forfeited and shall, subject to the forfeiture provisions of Section 7 hereof, continue to vest in accordance with the terms of this Agreement, and (ii) in the event such termination of service is a result of Grantee's death then any applicable restrictions upon unvested Restricted Shares shall lapse and the Company shall deliver to the Grantee or his or her estate certificates in respect of the Restricted Shares pursuant to Section 4 hereof.

7. Forfeiture Conditions. Notwithstanding the foregoing, in the event of termination of service for "cause" (as defined below), the breach of any non-competition or confidentiality restrictions applicable to the Grantee, or the Grantee's participation in an activity that is deemed by the Company to be detrimental to the Company (including, without limitation, criminal activity or accepting employment with a competitor of the Company), (i) the Grantee's right to receive an issuance of Restricted Stock shall immediately terminate, and, (ii) any unvested Restricted Shares held by the Grantee shall be forfeited, and (iii) if the Restricted Shares have been issued upon the expiration of the Period of Restriction, in whole or in part, then either (A) the Shares so issued shall be forfeited and returned to the Company, or (B) the Grantee will be required to pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the expiration of the Period of Restriction.

For purposes hereof, “cause” shall have the meaning specified in such Grantee’s employment agreement with the Company, or, in the case of a Grantee who is not employed pursuant to an employment agreement, “cause” shall mean any of the following acts by the Grantee: (i) embezzlement or misappropriation of corporate funds, (ii) any acts resulting in a conviction for, or plea of guilty or nolo contendere to, a charge of commission of a felony, (iii) misconduct resulting in injury to the Company or any Subsidiary, (iv) activities harmful to the reputation of the Company or any Subsidiary, (v) a violation of Company or Subsidiary operating guidelines or policies, (vi) willful refusal to perform, or substantial disregard of, the duties properly assigned to the Grantee, or (vi) a violation of any contractual, statutory or common law duty of loyalty to the Company or any Subsidiary.

8. Withholding of Taxes. The Grantee may make an election under Section 83(b) of the Code with respect to the grant of Restricted Shares by promptly filing a copy of such election with the Company. If the Grantee makes such an election, the grant of Restricted Shares shall be conditioned upon the prompt payment by the Grantee to the Company of an amount equal to the applicable federal, state and local income taxes and other amounts required by law to be withheld (the “Withholding Taxes”) in connection with such election. If the Grantee does not make an election under Section 83(b) of the Code with respect to the grant of Restricted Shares, the Grantee shall pay to the Company any required Withholding Taxes upon the lapse of all restrictions and expiration of the Period of Restriction, and the delivery of the Restricted Shares and any unpaid dividends thereon pursuant to Section 4 shall be conditioned upon the prior payment of the applicable Withholding Taxes by the Grantee.

9. Securities Law Compliance. No Restricted Shares shall be delivered upon the lapse of any restrictions applicable thereto unless and until the Company and/or the Grantee shall have complied with all applicable federal or state registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction, unless the Committee has received evidence satisfactory to it that a prospective Grantee may acquire such shares pursuant to an exemption from registration under the applicable securities laws. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company reserves the right to legend any certificate for Restricted Shares, conditioning sales of such Shares upon compliance with applicable federal and state securities laws and regulations.

10. No Rights as Employee or Consultant. Nothing in this Agreement or the Award shall confer upon the Grantee any right to continue as a director, officer, employee or consultant of the Company or any Subsidiary or Affiliate, or to interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate the Grantee’s service or employment at any time.

11. Adjustments. If at any time while the Award is outstanding, the number of outstanding Shares is changed by reason of a reorganization, recapitalization, stock split or any of the other events described in Section 4(b) of the Plan, the number and kind of Restricted Shares shall be adjusted in accordance with the provisions of the Plan.

12. Notices. Any notice hereunder by the Grantee shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the Secretary of the Company at the Company’s office at 3060 16th Street, San Francisco, CA 94103, or at such other address as the Company may designate by notice to the Grantee. Any notice hereunder by the Company shall be given to the Grantee

in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Grantee may have on file with the Company.

13. Construction. The construction of this Agreement is vested in the Committee, and the Committee's construction shall be final and conclusive.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

MNB Holdings Corporation,
a California corporation

By: _____

Name: _____

Title: _____

Grantee:

(Signature)

Print Name: _____

