

March 4, 2026

Dear Shareholders:

We are pleased to enclose our 2025 Annual Report, 2025 Consolidated Financial Statements and Independent Auditor's Report, 2026 Notice of Annual Meeting, Proxy Statement and proxy card.

You are cordially invited to attend the 2026 Annual Meeting of Shareholders of West Coast Community Bancorp ("Bancorp") which will be held in person on Wednesday, April 15, 2026, at 4 p.m. PDT at The Grove: Santa Cruz Event Center located at 400 Beach Street, Santa Cruz, California 95060.

The accompanying notice of annual meeting and proxy statement provide information pertaining to the matters to be considered and acted upon at the annual meeting. Whether or not you plan to attend, please submit a proxy to vote your shares in one of three ways: via internet, telephone or mail. Instructions regarding internet and telephone voting are included on the proxy card. If you choose to submit a proxy by mail, please mark, sign and date the proxy and return it in the enclosed postage-paid envelope. You may revoke your proxy at any time before it is exercised as explained in the proxy statement.

Shareholders will be asked to vote in accordance with the Board of Director's recommendations "FOR" the following proposals:

1. Election of eleven (11) persons named in the proxy statement to the Board of Directors of Bancorp to serve until the 2027 Annual Meeting of Shareholders and until their successors are elected and have been qualified;
2. Ratification of the Indemnification Agreement with directors and certain executive officers;
3. Approval of an amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate cumulative voting in the election of directors;
4. Approval of an amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate shareholder action by written consent; and
5. Ratification of the appointment of Crowe LLP as the Corporation's independent registered public accounting firm for 2026. The Board of Directors considers Crowe LLP to be well-qualified to serve as the Corporation's independent registered public accounting firm.

Please indicate on the enclosed proxy card your vote on the matters presented and sign, date and return the proxy card. As in past years, it remains important that your shares be represented.

On behalf of your West Coast Community Bancorp Board of Directors, thank you for your investment in West Coast Community Bancorp.

Sincerely,



Krista Snelling  
Chairman of the Board and Chief Executive Officer

## Notice of Annual Meeting of Shareholders

### The Proxy Statement and 2025 Annual Report and 2025 Consolidated Financial Statements and Independent Auditor's Report are available at <http://www.envisionreports.com/WCCB>

The annual meeting of shareholders of West Coast Community Bancorp ("Bancorp") will be held on Wednesday, April 15, 2026, at 4 p.m. PDT at The Grove: Santa Cruz Event Center located at 400 Beach Street, Santa Cruz, California 95060. Whether or not you attend the annual meeting, it is very important that your shares be represented at the annual meeting, so please submit a proxy to vote your shares in one of three ways: via internet, telephone or mail. If you choose to submit a proxy by mail, please mark, sign and date the proxy and return it in the enclosed postage-paid envelope.

The 2026 Annual Meeting of Shareholders of Bancorp will be held only for the purpose of considering and voting upon the following matters:

- Election of Directors.** To elect the following eleven director-nominees to serve as directors of Bancorp until the next Annual Meeting of Shareholders and until their successors are elected and qualified:

Judith N. Bornstein	Daniel R. Hightower, M.D.
Caroline D. Chapin	Alexander B. Potts
Kenneth R. Chappell	Gunlek L. Ruder
Wayne S. Doiguchi	Krista Snelling
Craig A. French	James L. Weisenstein
Kurt J. Gollnick	
- Ratification of Indemnification Agreement between the Corporation and its Directors and Executive Officers.**
- Approval of an amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate cumulative voting in the election of directors.**
- Approval of an amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate shareholder action by written consent.**
- Ratification of Selection of Accountants.** To ratify the selection of Crowe LLP, independent public accountants, for the year ending December 31, 2026.
- Other Business.** To consider and transact such other business as may properly come before the annual meeting and at any and all adjournments or postponements thereof.

Shareholders of record at the close of business on February 19, 2026, are entitled to notice of and to vote at the annual meeting.

Article II, Section 2.11 of Bancorp's Bylaws governs nominations for election of members of the Board of Directors as follows:

"Subject to the CGCL, the articles of incorporation, and any applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act"), if and when applicable, at any meeting of shareholders at which directors are to be elected, a proposed nominee (other than a nominee nominated by the board of directors or by a person or committee authorized by the board of directors) shall only be eligible for election to the board of directors if nominated by a shareholder of record entitled to vote at such meeting who complies with the requirements and procedures set forth in this section.

For a director nomination(s) to be properly brought before any meeting of shareholders at which one or more directors are to be elected, the shareholder or shareholders of record intending to nominate a candidate or candidates (the "nominating shareholder") must have given written notice of the nominating shareholder's nomination(s) either by personal delivery or by United States mail to the secretary of the corporation no earlier than one hundred twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's annual meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder's notice as provided above. A shareholder or shareholders making a written request for a special meeting pursuant to Section 2.4 of Article II shall provide the information required for notice of any director nomination(s) under this section simultaneously with the written request for the meeting submitted to the secretary.

A nominating shareholder's notice of a director nomination shall include:

- a. The name and address of the nominating shareholder and the classes and number of shares of capital stock of the corporation held and beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by the nominating shareholder; and (ii) if different, the name and address of the proposing shareholder, as they appear in the corporation's books; and
- b. (i) the full name, age and date of birth of each candidate; (ii) the business and residence address and telephone numbers of each candidate; (iii) the education background and business/occupational experience of each candidate including a list of positions held for at least the preceding five (5) years; (iv) the class and number of shares of the corporation beneficially owned by the candidate; and (v) a signed representation by each such candidate that the candidate will timely provide any other information reasonably requested by the Corporation for the purpose of preparing its disclosures in regard to the solicitation of proxies for the election of directors

If a nominating shareholder will solicit proxies for a nominee or nominees other than the corporation's nominees in accordance with Rule 14a-19 under the Exchange Act, the nominating shareholder's notice must additionally provide: (i) all other information required by Rule 14a-19; (ii) a written representation and undertaking that such shareholder intends to deliver a proxy statement and/or form of proxy to holders of shares representing at least 67% of the voting power of the stock entitled to vote generally in the election of directors in accordance with Rule 14a-19, and that a statement to such effect will be included in such shareholder's proxy statement; (iii) a written representation and undertaking that such shareholder will comply with all requirements of the Exchange Act and the regulations promulgated thereunder, including but not limited to Rule 14a-19 and all other requirements of Regulation 14A (as such rule and regulations may be amended or interpreted from time to time by the Securities and Exchange Commission (the "SEC"), including through any SEC staff interpretations related thereto); and (iv) each proposed director nominee's written consent to being named in the corporation's proxy statement for the applicable meeting and the associated proxy card. In addition, such nominating shareholder shall provide the corporation

a written certification within ten (10) days prior to the meeting for the election of directors (or any adjournment, postponement or rescheduling thereof) with reasonable documentary evidence that such nominating shareholder has complied with the representations and undertakings made pursuant to the foregoing subsections (ii) and (iii).

In addition to the foregoing, upon the corporation's request, any nominee proposed by a shareholder must promptly (but in any event within ten (10) days of the corporation's request) complete and return a director questionnaire to be provided by the corporation.

A nominating shareholder shall promptly provide notice to the corporation of any changes to any of the information submitted to the corporation pursuant to this section.

The name of each such candidate for director must be placed in nomination at the annual meeting by the nominating shareholder or a qualified representative of the nominating shareholder present in person and the nominating shareholder's candidate(s) must be present in person at the meeting for the election of directors, *provided* that a nominating shareholder, qualified representative or candidate may appear virtually in the case of a meeting conducted solely by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication.

No person nominated by a shareholder shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth in these bylaws. Further, if a nominating shareholder provides notice under these bylaws or pursuant to Rule 14a-19 and subsequently fails to comply with the procedures set forth in these bylaws or the applicable requirements of Rule 14a-19, then the corporation shall disregard any proxies solicited or votes cast for such shareholder's nominee(s). The board of directors (and any other person or committee authorized by the board of directors) shall have the power and duty to determine whether a nomination was made in accordance with the procedures and other requirements set forth in these bylaws and, if any proposed nomination was not made in compliance with these bylaws, to declare that such nomination shall be disregarded, in each case, acting in good faith; provided that, if any determination must be made at a meeting of the shareholders, the chair of the meeting shall have the power and duty, acting in good faith, to make such determination, unless otherwise determined by the board of directors. Any determination adopted in good faith by the board of directors (or any other person or committee authorized by the board of directors) or the chair of the meeting, as the case may be, shall be binding on all persons, including the corporation and its shareholders (including any beneficial owners).

Notwithstanding the foregoing provisions, unless otherwise required by law or otherwise determined by the board of directors, if (1) the nominating shareholder or a qualified representative of the nominating shareholder does not appear at the meeting of shareholders (including virtually in the case of a meeting conducted solely by electronic transmission by and to the corporation, electronic video screen communication, conference telephone, or other means of remote communication) to present its nomination(s) or (2) the election of a nominating shareholder's nominee would cause the corporation to be in violation of the articles of incorporation, these bylaws, or any applicable state or federal law, rule, regulation, or stock exchange listing standard, then such nomination or nominations shall be disregarded, and no vote on such shareholder nominee(s) shall occur, notwithstanding that proxies in respect of such vote may have been received by the corporation.

The foregoing provisions of this section do not relieve any shareholder of any obligation to comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated under the Exchange Act."

Article III, Section 3.2 of Bancorp's Bylaws sets forth certain qualifications for directors as follows:

"No person shall serve as a member of the board:

(a) who is a director, officer, employee, agent, nominee, material consulting accountant, analyst, attorney or policy decision maker for any other FDIC-insured financial institution, lender or bank holding company or affiliate or subsidiary thereof; or

(b) who has been or is the assignee or nominee of anyone who has any contract, arrangement or understanding with any other financial institution, lender or bank holding company or affiliate or subsidiary thereof, or with any officer, director, employee, agent, nominee, material consulting accountant, analyst, attorney or policy decision maker thereof, pursuant to which that person could be called upon to reveal or in any way utilize information obtained as a director or will, directly or indirectly, attempt to effect or encourage any action of this corporation;

(c) provided, however, that the board, in its sole discretion, may permit a person who does not satisfy one or more of the qualifications listed above to serve as a member of the board following the board's determination that such action will not compromise the business plan or strategic focus of the corporation."

By Order of the Board of Directors,



March 4, 2026  
Santa Cruz, California

Tracy Ruelas-Hashimoto  
Corporate Secretary

**Proxy Voting:** *Your vote is important. Unless you plan to vote in person at the annual meeting, please submit your proxy as soon as possible either via the internet, telephone or mail.*

**Proxy Statement**  
**Annual Meeting of Shareholders**  
**April 15, 2026**

**INTRODUCTION**

This proxy statement is furnished to the shareholders of West Coast Community Bancorp (“Bancorp”) in connection with the solicitation of proxies by the Board of Directors of Bancorp for use at the Annual Meeting of Shareholders (the “annual meeting”) to be held on Wednesday, April 15, 2026, at 4 p.m. PDT, at The Grove: Santa Cruz Event Center located at 400 Beach Street, Santa Cruz, California 95060, and at any and all adjournments or postponements thereof.

This proxy statement is being mailed starting on or about March 4, 2026. This proxy statement, the 2025 Annual Report, and the 2025 Consolidated Financial Statements and Independent Auditor’s Report are available at [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB).

**General Information**

**Voting By Proxy.** You may submit a proxy to vote the **shares registered in your name** via internet, telephone or mail as more fully described below:

- By Internet: Go to [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB) and follow the instructions. You will need information from your proxy card to submit your proxy.
- By Telephone: Call 800.652.8683 and follow the voice prompts. You will need information from your proxy card to submit your proxy.
- By Mail: Mark your vote, sign your name exactly as it appears on your proxy card, date your proxy card and return it in the envelope provided.

**If a bank, broker or other nominee holds your shares, you will receive separate voting instructions directly from the holder of record.** All shares represented by valid proxies that we receive through this solicitation, and that are not revoked, will be voted in accordance with your instructions on the proxy card or as instructed via internet or telephone. If you properly submit a proxy without giving specific voting instructions, your shares will be voted in accordance with the Board of Directors’ recommendations “FOR”:

- Proposal 1: Election to the Board of Directors (“Board”) of the eleven nominees named in this proxy statement;
- Proposal 2: Ratification of Indemnification Agreement with directors and certain executive officers;
- Proposal 3: Approval of amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate cumulative voting in the election of directors;
- Proposal 4: Approval of an amendment to the Articles of Incorporation of West Coast Community Bancorp to eliminate shareholder action by written consent; and
- Proposal 5: Ratification of our independent registered public accounting firm for 2026.

If other matters properly come before the annual meeting, the persons appointed to vote the proxies will vote on such matters in accordance with their best judgment. Such persons also have discretionary authority to vote to adjourn the annual meeting, including for the purpose of soliciting proxies to vote in accordance with the Board's recommendations on any of the above items.

### **Revocability of Proxies**

You may revoke your proxy at any time before it is exercised by:

- providing written notice of revocation delivered to the Corporate Secretary;
- providing a properly executed proxy of a later date mailed to Bancorp;
- casting a new vote by internet or telephone; or
- voting in person at the annual meeting.

### **Solicitation of Proxies**

The solicitation of proxies is being made by Bancorp's board of directors. The expense of preparing, assembling, printing and mailing this proxy statement and the materials used in the solicitation of proxies for the annual meeting will be borne by Bancorp. It is contemplated that proxies will be solicited principally through the use of the mail and internet, but directors, officers and employees of Bancorp and West Coast Community Bank (the "Bank") may solicit proxies personally or by telephone, without receiving special compensation therefore. Bancorp may reimburse banks, brokerage houses and other custodians, nominees and fiduciaries for their reasonable expenses in forwarding the proxy materials to shareholders whose stock in Bancorp is held of record by such entities. In addition, Bancorp may use the services of individuals or companies it does not regularly employ in connection with this solicitation of proxies, if the Board and management determine it to be advisable.

### **Voting Securities; Record Date; Cumulative Voting**

There were issued and outstanding 10,488,829 shares of Bancorp's common stock on February 19, 2026, (the "record date"), which has been fixed as the record date for the purpose of determining shareholders entitled to notice of, and to vote at, the annual meeting. On any matter submitted to the vote of the shareholders, each holder of Bancorp's common stock will be entitled to one vote, in person or by proxy, for each share of common stock he or she held of record on the books of Bancorp as of the record date. Votes cast will be counted by the inspector of election for the annual meeting. The inspector will treat abstentions and "broker non-votes" as shares that are present and entitled to vote for purposes of determining the presence of a quorum. Broker non-votes are shares held by brokers or nominees as to which instructions have not been received from the beneficial owners or persons entitled to vote and the broker or nominee does not have discretionary voting power under applicable rules of the stock exchange or other self-regulatory organization of which the broker or nominee is a member.

In the election of directors, the nominees receiving the highest number of votes will be elected. Approval of Proposal 2 and 5 requires the affirmative vote of a majority of the shares represented and voting at the annual meeting, which also constitutes at least a majority of required quorum. Approval of Proposals 3 and 4 requires the affirmative vote of majority of our outstanding shares. Abstentions and broker non-votes will have no effect upon Proposal 1 to elect directors. Abstentions and broker non-votes with respect to Proposals 2, 3, 4 and 5 will have the same effect as a vote against Proposals 2, 3, 4 and 5, however abstentions and broker non-votes will be counted towards the quorum.

In connection with the election of directors, shares may be voted cumulatively if a shareholder present at the annual meeting gives notice to the Chairman at the annual meeting, prior to the voting for election of directors, of such shareholder's intention to vote cumulatively. If any shareholder of Bancorp gives such notice, then all shareholders eligible to vote will be entitled to cumulate their shares in voting for election of directors. In such event, the proxyholders will have discretionary authority to cumulate votes represented by proxies delivered pursuant to this proxy statement, in accordance with the recommendations of the Board. Cumulative voting allows a shareholder to cast a number of votes equal to the shares held in his or her name as of the record date multiplied by the number of directors to be elected. These votes may be cast for any one nominee or may be distributed among as many nominees as the shareholder sees fit.

# **PROPOSAL 1**

## **ELECTION OF DIRECTORS**

### **Director Nominees**

Bancorp's Bylaws provide that the number of directors of Bancorp shall not be less than seven (7) nor more than thirteen (13) until changed by an amendment to the Bylaws adopted by Bancorp's shareholders. The Bylaws further provide that the exact number of directors may be set by resolution of the Board or shareholders. The Board has fixed the number of directors at eleven (11). As such, Bancorp will only be electing eleven directors.

The persons named below, all of whom are incumbent directors, are nominated for election as directors at the annual meeting to serve until the 2027 annual meeting of shareholders and until their successors are elected and have qualified. Unless otherwise instructed, votes will be cast by the proxyholders in such a way to effect, if possible, the election of the eleven (11) incumbent director-nominees named below including, in the event of cumulative voting, the authority of the proxyholders to cumulate votes represented by the shares covered by proxies in the election of directors. The eleven (11) nominees for director receiving the most votes will be elected as directors. In the event that any of the nominees should be unable to serve as a director, it is intended that the proxies received will be voted by the proxyholders for the election of such substitute nominee, if any, as shall be designated by the Board. The Board has no reason to believe that any of the nominees named below will be unable to serve if elected.

The following sets forth the names of and certain information, as of January 1, 2026, concerning the persons nominated by the Board for election as directors of Bancorp.

### **Judith N. Bornstein**

#### **Independent Director**

**Age:** 61

**Appointed:** 2025



Ms. Bornstein is an experienced finance executive with more than 20 years in senior leadership roles across private equity, venture debt and specialty finance. Ms. Bornstein is the founder of C Suite Resolutions, a conflict consulting firm and since 2021, has provided mediation, conflict and negotiation coaching, ombuds services and corporate trainings to organizations and individuals. She previously served as Chief Financial Officer and Chief Compliance Officer at WTI, a venture debt firm with more than \$6 billion in loans issued from 2019 to 2021, from 2017 to 2019, as Chief Financial Officer at Generate Capital, Inc., a sustainable infrastructure investment company, and from 2000 to 2017 as CFO and CCO at American Infrastructure Funds, a private equity firm focused on master limited partnership-qualifying infrastructure investments. Her background includes extensive work in SEC compliance, complex fund structures, audit oversight and risk management. She also has guided organizations through start-up, turnaround and high growth cycles. Ms. Bornstein serves on the boards of GOLD Comedy, Inc. and Congress of Neutrals. She is a mediation panel member with the San Francisco Bar Association and an arbitration panel member with Financial Industry Regulatory Authority ("FINRA"). Additionally, she teaches mediation at institutions in Northern California. Ms. Bornstein holds a Master of Business Administration degree from Simmons University in Boston and she is a candidate for a Masters in Dispute Resolution at Pepperdine University. She received her certification in mediation from the San Francisco Bar Association. We believe Ms. Bornstein's experience in management and in the finance industry qualifies her to serve on the Board.

## Caroline D. Chapin

**Independent Director**

**Age:** 46

**Appointed:** 2023



Ms. Chapin is a civil engineer and has served as the Executive Vice President and Chief Operating Officer of The Don Chapin Company, Inc., Salinas, California since 2018 to present. In this role, Ms. Chapin oversees all aspects of operations including financial reporting and analysis, operational efficiency and the development and implementation of business strategy. Ms. Chapin has also served as Chief Contract Administrator for public works and private contracts at The Don Chapin Co. since 2018, with responsibility for regulatory compliance and engagement with public agencies. She is also the General Manager of Landset Engineers, Inc., a Civil Engineering Firm based in Salinas, California, since 2005. Ms. Chapin serves on the Board of the Salinas Valley Basin Groundwater Sustainability Agency and as Treasurer of the Don and Barbara Chapin Foundation. She is a graduate of Leadership Salinas Valley and Focus Agriculture, a program of the educational nonprofit organization Agri-Culture. Ms. Chapin has a Bachelor of Science degree in civil engineering from Texas A&M University and is a Professional Civil Engineer. We believe Ms. Chapin's management experience and public works and private contracts experience qualify her to serve on the Board.

## Kenneth R. Chappell

**Independent Director**

**Age:** 74

**Appointed:** 2003



Mr. Chappell is a Certified Public Accountant and has been a Partner Emeritus of the Watsonville, California office of the accounting firm of Hutchinson and Bloodgood LLP since October 2018 to present. Mr. Chappell's areas of expertise include the taxation of closely held corporations, partnerships, individuals, estates and trusts. Mr. Chappell specializes in serving clients in the agribusiness industry, including growers, processors and brokers. He also works with contractors, retailers and wholesalers. Mr. Chappell has served at the board level of numerous local charitable and community service organizations. He received a Bachelor of Science degree from California State University, San Diego, where he majored in accounting, and received his Master of Science degree in taxation from Golden Gate University. Mr. Chappell is a member of the American Institute of Certified Public Accountants. Mr. Chappell is a founder of West Coast Community Bank. Mr. Chappell was selected as a nominee by the Board because of his involvement in the formation of the Bank, his lengthy experience as a bank director, accumulated knowledge of banking operations, leadership qualities and financial expertise gained through his many years practicing as a Certified Public Accountant.

## Wayne S. Doiguchi

**Lead Independent Director**

**Age:** 76

**Appointed:** 2024



Mr. Doiguchi serves as the Board's Lead Independent Director. He is a retired banking executive and community leader. He was the founding board member of Pan Pacific Bank and later became Chairman and CEO of the bank. He has previously served on the board of California Bank of Commerce, a wholly owned subsidiary of California Bancorp, a Nasdaq-listed bank holding company, where he served on its Directors Loan Committee, Asset/Liability committee, and chaired the Strategic Banking committee and Governance and Nominating committee. He has also been active in community work, where he has served on the boards of the San Jose Sports Authority, Silicon Valley Capital Club, Japanese Chamber of Commerce of Northern California and as a member of the Silicon Valley Japan Platform. He also currently serves on the board of El Camino Health Care as a member of the Finance Committee and chair of the Executive Compensation Committee. He received his Bachelor of Arts degree from the University of California Los Angeles, his MBA from Santa Clara University and a Banking degree from the Pacific Coast Banking School at the University of Washington. Mr. Doiguchi was selected as a nominee by the Board because of his business acumen, familiarity with the Silicon Valley market, his lengthy experience as a bank director of an SEC registrant and accumulated knowledge of banking operations.

## Craig A. French

**Independent Director**

**Age:** 75

**Appointed:** 2019



Mr. French is a private investor. Previously he served as the President of French Resources Group, Inc., a real estate investment and development company, based in Santa Cruz, California. He is a former director of Lighthouse Bank which merged into West Coast Community Bank in 2019. Mr. French also served for 15 years as Managing Director of Redtree Partners, LP, a Santa Cruz based real estate company during which he managed all aspects of the operations, including acquisitions, exchanges, entitlement, development and leasing. Mr. French is active in the community and has served as a director on the boards of many local nonprofit organizations. Mr. French obtained a Bachelor of Science degree in business from California State University San Jose. Mr. French was selected as a nominee by the Board because of his business acumen, knowledge of the commercial real estate market, lengthy experience as a bank director and accumulated knowledge of banking operations.

## Kurt J. Gollnick

### Independent Director

**Age:** 67

**Appointed:** 2024



Mr. Gollnick has served on the Board of the Bank and Bancorp since 2024. He is the co-owner and farmer of Rodnick Farms. Mr. Gollnick served as the Chief Operating Officer (COO) of Scheid Vineyards, Inc., dba Scheid Family Wines, from July 1998 until his retirement in December 2021. Scheid is one of the country's largest independent growers of premium grapes which produces in excess of two million cases of wine per year. In his role as COO, Mr. Gollnick managed all aspects of the operations including financial planning, land development, farming, wine production and packaging. He was a founding director and former Chairman of 1<sup>st</sup> Capital Bank Board of Directors, serving from 2007 until the merger with West Coast Community Bank in 2024. Mr. Gollnick completed his undergraduate studies in agriculture business at California Polytechnic State University, San Luis Obispo. Mr. Gollnick is the 2006 recipient of the National Steinbeck Center's Emerging Agricultural Leader Award. He also has served on various nonprofit boards throughout Monterey County, including holding the titles of President or Chairman. We believe Mr. Gollnick's experience in management and real estate qualifies him to serve on the Board.

## Daniel R. Hightower, M.D.

### Independent Director

**Age:** 70

**Appointed:** 2024



Dr. Hightower is a physician at Montage Health where he has worked since 1986, most recently as the Vice Chairman of the Department of Medicine which duties include oversight of clinical quality and patient care standards, leadership of departmental strategy and operations, coordination of multidisciplinary medical teams and guidance on physician recruitment and professional development. He was previously the Chief of Medical Staff, Vice Chief of Staff and Treasurer of the Medical Staff for Community Hospital of the Monterey Peninsula, predecessor of Montage Health. He is currently on the medical staff in the Department of Radiology. He was a founder and former Vice Chairman of the board of directors of 1<sup>st</sup> Capital Bank, serving from April 2007 until the merger with West Coast Community Bank in 2024. Dr. Hightower obtained a Bachelor of Science degree in Biological Sciences from the University of Southern California. He earned his medical degree from the University of California, San Francisco, School of Medicine. Dr. Hightower is a past President and former trustee of the Carmel Unified School District Board of Education and a former trustee of the Community Hospital of the Monterey Peninsula. We believe Dr. Hightower's experience at 1<sup>st</sup> Capital Bank qualifies him to serve on the Board.

## Alexander B. Potts

**Independent Director**

**Age:** 58

**Appointed:** 2026



Mr. Potts is a financial services executive with 30 years' leadership experience in investment management, advisory platforms and fiduciary wealth services. He is recognized for serving as president and director of Loring Ward, a Silicon Valley-based turnkey asset management program that supported registered investment advisors and broker dealers in overseeing billions in assets nationwide, from November 2018 to November 2023, in addition to serving as president emeritus from November 2023 to March 2024. Mr. Potts played a key role in Loring Ward's strategic combination with Focus Financial Partners, completed in 2018 in a transaction valued at \$235 million. Post combination, Mr. Potts served as the President of Focus Partners Advisor Solutions, (formerly Buckingham Strategic Partners), a subsidiary of Focus Financial Partners which was NASDAQ-listed until taken private in August 2023. During his tenure, Mr. Potts advanced an evidence-based investment approach, launched a mutual fund company, strengthened research capabilities, upgraded technology infrastructure and refined operational disciplines to support scale and efficiency. He currently serves in various advisory and board roles, including on the board of directors of Aristotle Funds, offering insight on investment management, distribution strategy, operational scale and governance. Mr. Potts obtained a Bachelor of Science degree in Economics from Santa Clara University. Mr. Potts was selected as a nominee by the Board for his ability to combine oversight, risk evaluation and growth planning with a focus on technology's role.

## Gunlek L. Ruder

**Independent Director**

**Age:** 56

**Appointed:** 2026



Mr. Ruder has served since 2019 as President and Chief Executive Officer of S. Martinelli & Company, a longstanding, family-owned beverage manufacturer known for its Martinelli's brand of sparkling ciders and juices. He is responsible for corporate strategy, financial performance and long-term organizational leadership, with a consistent focus on risk management, governance and disciplined capital allocation. Mr. Ruder joined Martinelli's in June 2013 as Vice President and Chief Financial Officer and was promoted to President and CEO in 2019. Prior to joining Martinelli's, he served as President of Agassi Graf Holdings, where he managed direct investments and real estate development, and as Regional Director of the Canyon Agassi Charter School Facilities Fund, leading underwriting and investment strategy. He previously worked with McKinsey & Company, MBNA and in international project management. Mr. Ruder has both a Master of Business Administration degree from Stanford University and a Bachelor of Arts degree in history and international relations from Georgetown University. Mr. Ruder was selected as a nominee by the Board for his extensive experience in financial and enterprise risk management as well as his background in a closely held, family-operated business that provides insight into credit discipline, capital planning and financial needs of small- and mid-sized businesses.

## Krista Snelling

**Chairman of the Board,  
President and Chief Executive  
Officer**

**Age: 52**

**Appointed: 2021**



Ms. Snelling has been our President, Chief Executive Officer and a member of the Board of Director since March 2021 and was appointed as Chairman of the Board of the Bank and Bancorp in September 2025. She previously served as Executive Vice President, Chief Operating Officer and Chief Financial Officer of Five Star Bank, Roseville, California from February 2017 to February 2021. During her tenure, she was instrumental in Five Star Bank's initial public offering and Nasdaq listing process. She is also the former Chief Financial Officer of Inspire Communities, Rancho Cordova, California from February 2013 to February 2017. She is the Immediate Past Chair of the Board of the California Bankers Association and was recently elected to the San Francisco Federal Reserve's Home Office Board of Directors. Ms. Snelling was recognized in the American Banker Magazine's Most Powerful Women in Banking Watch List for 2023 and 2024 by the Silicon Valley Business Journal in their 2023, 2024 and 2025 Power 100 Lists. Ms. Snelling graduated from the University of the Pacific with a Bachelor of Science degree with a double major in Mathematics and Economics. She also holds a Master of Arts degree in Economics from the University of California, Davis and is a California Certified Public Accountant (inactive). Ms. Snelling was selected as a nominee by the Board because of her proven Bancorp leadership role, her extensive financial experience and broad industry knowledge.

## James L. Weisenstein

**Independent Director**

**Age: 70**

**Appointed: 2019**



Mr. Weisenstein worked at Intel from 1979 to 1998, serving as general manager of the 64-bit architecture microprocessor cartridge development team, managed the development and ramp of the PC Card faxmodem business and managed the engineering and manufacturing teams of the nonvolatile memory division. From 1998 to 2002, Mr. Weisenstein invested in over 20 new ventures as a member of The Angel's Forum LLC in Palo Alto, CA. After Intel, Mr. Weisenstein also served as Founder, President and Chief Executive Officer of Graystone Consulting LLC, from 2001 to 2012, providing business consulting and executive coaching services to business leaders in the Monterey Bay region. He was also active as a business consultant, executive coach, angel investor, business school instructor, board member and founder in a variety of new business ventures. From 2007 he was a director of Lighthouse Bank, which merged into West Coast Community Bank in 2019. Mr. Weisenstein recently served as President and Board member for both of the Community Foundation of Santa Cruz County and Rotary Club of Santa Cruz. He previously served as Vice President and board member of the Santa Cruz County Symphony Association and as a business counselor at Cabrillo College's Small Business Development Corp. Mr. Weisenstein obtained a Bachelor of Science degree in electrical engineering and a Master of Engineering from Cornell University. We believe Mr. Weisenstein's business acumen, leadership expertise, lengthy experience as a bank director and accumulated knowledge of banking operations qualifies him to serve on the Board.

Except as noted with respect to Mr. Potts above, none of the directors were selected pursuant to any arrangement or understanding other than with the directors and officers of Bancorp acting within their capacities as such. There are no family relationships between any two or more of the directors, officers or persons nominated or chosen by the Board of Directors to become a director or officer.

No director or officer of the Bank or Bancorp serves as a director of any company which has a class of securities registered under, or which is subject to the periodic reporting requirements of, the Securities Exchange Act of 1934, or of any company registered as an investment company under the Investment Company Act of 1940. None of the nominees were subject to any legal proceedings involving violations of securities laws, convictions in a criminal proceeding (excluding traffic violations and minor offenses) or had a petition under bankruptcy laws filed against themselves or an affiliate within the last five years.

**THE BOARD RECOMMENDS A VOTE “FOR” ALL THE ABOVE-NAMED NOMINEES FOR ELECTION AS DIRECTORS.**

## **Director Compensation**

The following table sets forth information regarding compensation paid, earned or awarded to each of our non-employee directors of the Bank and Bancorp during the year ended December 31, 2025, for service as members of our board of directors and committees. Ms. Snelling is not shown in this table because she is compensated as an officer and did not receive any additional director compensation during the year ended December 31, 2025.

<b>Name</b>	<b>Fees Earned and Paid in Cash</b>	<b>Stock Awards <sup>(1)</sup></b>	<b>Total</b>
Judith N. Bornstein	\$23,333	—	\$23,333 <sup>(2)</sup>
John C. Burroughs	\$53,000	\$40,900	\$93,900
Caroline D. Chapin	\$48,000	\$40,900	\$88,900
Kenneth R. Chappell	\$51,333	\$40,900	\$92,233
Wayne S. Doiguchi	\$61,333	\$40,900	\$102,233
Craig A. French	\$56,333	\$40,900	\$97,233
Kurt J. Gollnick	\$48,000	\$40,900	\$88,900
Daniel R. Hightower	\$48,000	\$40,900	\$88,900
Stephen D. Pahl	\$52,000	\$40,900	\$92,900 <sup>(2)</sup>
James L. Weisenstein	\$53,000	\$40,900	\$93,900

(1) The amounts shown reflect the applicable full grant date fair values for stock awards in accordance with FASB ASC Topic 718 and are reported for the fiscal year during which the stock awards were issued.

(2) Amount represents a portion of the annual director compensation for Ms. Bornstein for her service on the Board beginning August 1, 2025, when she joined the board. Mr. Pahl retired from the Board in September 2025 and his compensation was paid through his retirement date.

During 2025, each member serving on Bancorp Board and the Bank Board, serving solely as a director, received a monthly board retainer and additional monthly payment based on committee meeting. The monthly board retainer fee was \$4,000 per director and additional monthly cash payments based on the director's committee chair responsibilities in accordance with the following schedule:

<b>Compensation</b>	<b>January 1, 2025</b>	<b>October 1, 2025</b>
Board Chairperson	\$2,500	—
Lead Independent Director	—	\$2,083
Compensation Committee Chairperson	\$417	\$417
Audit Committee Chairperson	\$417	\$833
Loan Committee Chairperson	\$625	\$833
Asset Liability Committee Chairperson	\$417	\$417
Governance and Nominating Committee Chairperson	\$417	\$417

## **Corporate Governance**

### **Board Oversight of Risk Management**

Bancorp is committed to strong corporate governance practices. The Board of Directors (the "Board") oversees our business and monitors the performance of management. In accordance with corporate governance principles, the Board does not involve itself in day-to-day operations. The Board has two primary methods for overseeing risk. The first method is oversight by the Board as a whole, and the second method is through the committees of the Board. All Board committees may address risks

directly with management or, where appropriate, may elevate a risk for consideration by the full Board. As a result, all Board members become familiar with a wide range of matters affecting Bancorp and are able to oversee risk through a more complete picture of Bancorp, its people and its processes. The Board also encourages Board members to attend all committee meetings, when possible, except when the committee determines it is more appropriate to have a meeting limited to committee members.

The Audit Committee is primarily responsible for monitoring and oversight of the accounting and financial reporting process of Bancorp, the audits of Bancorp's consolidated financial statements and the effectiveness of Bancorp's internal control over financial reporting. The Audit Committee also focused on assisting the Board in discharging its oversight duties with respect to risk management activities, including the establishment of Bancorp's enterprise risk management framework and associated policies and practices. The Audit Committee is also focused on assisting the Board in its monitoring and oversight of credit processes and asset quality and compliance with applicable regulatory requirements. In accordance with its charter, the Audit Committee is responsible for ensuring that Bancorp has in place an appropriate enterprise-wide process to identify, prioritize, measure, monitor and report alignment of Bancorp's practices with its defined risk appetite, including for example, operational, fraud, third-party relationships involving critical activities and/or risks, technology, information security, anti-money laundering, compliance, model, legal, reputational, strategic, credit, interest rate and liquidity risks, with the management of interest rate and liquidity risks.

Each of the Audit Committee, Compensation Committee and Governance and Nominating Committee has a charter in place that meets applicable legal and/or regulatory requirements and reflects our Board's emphasis on independence and Executive sessions of independent directors are held at the Board and Committee levels. Bancorp has an Insider Trading Policy in place that includes a claw-back policy.

### **Code of Ethics**

The Board of Directors has adopted a "code of ethics" that requires Bancorp's directors, officers (including the principal executive officer, principal financial officer, principal accounting officer or controller and persons performing similar functions) and employees to conduct business in accordance with the highest ethical standards and in compliance with all laws, rules and regulations applicable to Bancorp. The code of ethics may be obtained by any shareholder, without charge for one copy, by writing to West Coast Community Bancorp, P.O. Box 8426, Santa Cruz, California 95061-9958, Attention: Tracy Ruelas-Hashimoto, Corporate Secretary.

### **Director Independence**

Bancorp has adopted the NASDAQ listing rules definition of "independence" to determine the independence of its directors and nominees for election as directors. Each member of the Board of Directors and each nominee for election as a director, except the Chairman of the Board and Chief Executive Officer Krista Snelling, qualify as "independent" under such Nasdaq definition. Ms. Snelling became Chairman of the Board in 2025. The Board of Directors appointed a Lead Independent Director ("LID") to ensure effective independent oversight in circumstances where the roles of Chairman of the Board and Chief Executive Officer are held by the same individual. Our LID (i) presides at all meetings of the Board at which the Chairman is not present, including Executive sessions of the independent directors; (ii) has the authority to call meetings of the independent directors; (iii) serves as a liaison between the Chairman and the independent directors; (iv) serves as a liaison for consultation and direct communication with shareholders and regulators, as appropriate; and (v) performs such other duties, and exercises such powers, from time to time as prescribed by our Board. The LID shall provide leadership to the independent directors and serve as a counterbalance to management influence in Board deliberations. Mr. Doiguchi was appointed by the Board of Directors as LID.

## Board Committee and Attendance

During calendar year 2025, the Board of Directors met fourteen times for regularly scheduled and special meetings. Average director attendance at the combination of Board and committee meetings was 96% in 2025.

**Audit Committee.** The Audit Committee reviews all examination reports from regulatory authorities and conducts, in accordance with an Audit Committee Charter and procedures approved by the Board, third party examinations and audits. The auditors report directly to the Audit Committee. The Audit Committee regularly reports to the Board its findings, conclusions and recommendations, if any, relating to the adequacy of internal controls and procedures in accordance with applicable laws, regulations and sound financial accounting principles. Director Bornstein serves as the Chairman, and Directors Chapin, Chappell, and Doiguchi serve as members of the Audit Committee. Each Audit Committee member is deemed “independent” as defined under Nasdaq listing rules and financially sophisticated and qualified to review Bancorp’s consolidated financial statements. Director Chappell served as Audit Committee Chairman through August 2025. Directors Bornstein and Chappell each qualify as an audit committee financial expert as such term is defined under SEC rules. The Audit Committee met nine times during 2025. The Audit Committee Charter is available at [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB) as Appendix A.

### *Audit Committee Report*

The Audit Committee has reviewed and discussed the audited financial statements of Bancorp for the year ended December 31, 2025, with management and Crowe LLP, Bancorp’s independent public accountants. The Committee has also discussed with Crowe LLP the matters required to be discussed by Statement of Auditing Standards No. 114 (The Auditor’s Communication With Those Charged With Governance) as may be modified or supplemented. The Committee has also reviewed the independent auditors’ communications with the Committee concerning independence, and the Committee has discussed the independence of Crowe LLP with that firm. Based on the Committee’s review and discussions noted above, the Committee recommended to the Board of Directors that Bancorp’s audited financial statements be approved for the year ended December 31, 2025.

Submitted by:

/s/ Judith N. Bornstein	/s/ Caroline D. Chapin	/s/ Kenneth R. Chappell
/s/ Wayne S. Doiguchi		

**Compensation Committee.** The Compensation Committee is responsible for overseeing the compensation structure, policies and programs. The Compensation Committee makes recommendations to the Board of Directors regarding the compensation and benefit plans and employee programs. Director Weisenstein serves as the Chairman, and Directors Doiguchi, French, and Hightower serve as members of the Compensation Committee and Director Pahl served until September 2025 upon his retirement. Each member of the Compensation Committee is deemed “independent” as defined under applicable Nasdaq listing rules. Peer bank information from recognized banking industry sources regarding compensation and benefits for directors, officers (including executive officers) and employees may be considered by the members of the Compensation Committee along with Ms. Snelling's recommendations regarding compensation and benefits for officers (including other executive officers) and employees other than for herself. The Chief Executive Officer does not participate in any deliberations regarding her own compensation. No compensation consultants were engaged to provide advice regarding compensation and benefits during 2025. The Compensation Committee met four times during 2025. The Compensation Committee Charter is available at [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB) as Appendix B.

### *Compensation Committee Report*

The Compensation Committee reviewed and discussed the Compensation Discussion and Analysis included in this proxy statement with management. Based on such review and discussion, the Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement.

Submitted by:

/s/ Wayne S. Doiguchi	/s/ Craig A. French	/s/ Daniel R. Hightower, M.D.
/s/ James L. Weisenstein		

**Governance and Nominating Committee.** The Governance and Nominating Committee is responsible for evaluation and recommendation of candidates for nomination as directors of the Bank and Bancorp. Candidates are selected by a majority of directors who are “independent” as defined under the Nasdaq listing rules. Director Doiguchi serves as the Chairman, and Directors Chapin, Hightower, and Weisenstein serve as members of the Governance and Nominating Committee. The Board of Directors operates in accordance with a Governance and Nominating Committee Charter and policies established by the Board of Directors. Any recommendations by shareholders will be evaluated by the Board of Directors in the same manner as any other recommendation. Shareholders who desire to recommend candidates for consideration by Bancorp’s Board of Directors must mail or deliver written recommendations to Bancorp addressed as follows: Board of Directors, West Coast Community Bancorp, 75 River Street, Santa Cruz, California 95060. Any recommendation must include biographical information indicating the background and experience of the candidate that qualifies the candidate for consideration as a director for evaluation by the Board of Directors.

In addition to minimum standards of “independence” for non-employee directors and financial literacy, the Board of Directors considers various other criteria including the candidate’s experience and expertise, financial resources, ability to devote the time and effort necessary to fulfill the responsibilities of a director and involvement in community activities in the market areas served by Bancorp that may enhance the reputation of Bancorp. Bancorp operates in a highly-regulated industry and is subject to the supervision, regulation and periodic examination by state and federal banking regulatory authorities including the California Commissioner of the Department of Financial Protection and Innovation and the Federal Deposit Insurance Corporation. Directors of Bancorp are subject to certain rules and regulations and potential liabilities not otherwise applicable to directors of non-banking organizations. Consequently, evaluation of candidates by Bancorp’s Board of Directors may include more extensive inquiries into personal background information including confirmation of the accuracy and completeness of background information by such means as (a) requiring candidates to complete questionnaires to elicit information of the type required to be disclosed by Bancorp in reports filed with such state and federal banking regulatory authorities, (b) conducting background investigations by qualified independent organizations experienced in conducting criminal and civil investigatory reviews and (c) such other personal and financial reviews and analyses as the Board of Directors may deem appropriate in connection with the consideration of candidates. Shareholders who wish to nominate a candidate for election to Bancorp’s Board of Directors, as opposed to recommending a potential nominee for consideration by the Board of Directors, are required to comply with the advance notice and any other requirements of Bancorp’s bylaws, applicable laws and regulations. The Board of Directors of West Coast Community Bancorp may elect to use third parties in the future to identify or evaluate candidates for consideration by the Board of Directors. The Committee met three times during 2025. The Governance and Nominating Charter is available at [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB) as Appendix C.

Submitted by:

/s/ Caroline D. Chapin	/s/ Wayne S. Doiguchi	/s/ Daniel R. Hightower, M.D.
/s/ James L. Weisenstein		

## **PROPOSAL 2**

### **RATIFICATION OF INDEMNIFICATION AGREEMENTS BETWEEN THE COMPANY AND ITS NONEMPLOYEE DIRECTORS AND EXECUTIVE OFFICERS**

#### **General**

Section 317 of the California Corporations Code empowers California corporations to indemnify their directors and officers and further states that the indemnification provided by Section 317, “shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office to the extent such additional rights to indemnification are authorized in the articles of the corporation.” Thus, Section 317 does not by itself limit the extent to which the Company may indemnify persons serving as its directors and officers.

On January 22, 2026, the Board of Directors of the Company (in this section, “Company” refers to West Coast Community Bancorp and its subsidiaries collectively) adopted Indemnification Agreements (the “Agreements”). The Agreements are intended to, among other things, enhance and provide detail to the mandatory indemnification in our Bylaws, indemnify each of its non-employee directors and each of its’ executive officers (collectively, the “Indemnified Parties”) against liability incurred in any proceeding in which they are made a party because they are a director or officer of the Company, and provide clarity for the Company to assume, for itself, liability for those expenses and damages associated with claims against the Indemnified Parties in connection with their services to the Company, without regard to the merit and/or basis of such claims. Further, the Agreements are intended to encourage the Indemnified Parties to excel in their respective positions with the Company, which includes making business decisions deemed necessary for the long-term success of the Company.

The Company has entered into the Agreements with the Indemnified Parties as authorized by the Board of Directors and our Bylaws. The shareholders are being asked to ratify this action and approve each of the Agreements. If for any reason the shareholders fail to ratify the Agreements, the Company does not intend to terminate or otherwise modify the Agreements that it currently has with the Indemnified Parties.

Although neither shareholder approval nor ratification of the Agreements is required by law, the Board believes it is appropriate to submit the Agreements to the Company's shareholders for ratification because the current directors are parties to, and the beneficiaries of, the rights contained in, and stemming from, the Agreements.

#### **Summary of the Agreements**

The following is only intended as a summary of the terms of the Agreements, and the summary is not a substitute for reviewing the entire Agreements, the full text of which is attached to this Proxy Statement as Exhibit “A”. The following summary is qualified in its entirety by the actual terms of the Agreements.

##### *Right to Indemnification*

Under the Agreements, the Company will indemnify the Indemnified Parties against expenses (including attorneys’ and experts’ fees, judgments, fines, and amounts paid or payable in settlement) actually and reasonably incurred by the Indemnified Parties (“Expenses”) in certain situations. The Agreements divide potential claims against an Indemnified Party into two different categories: (1) claims made by third parties (“Third Party Proceedings”); and (2) claims made by or in the right of the Company (“Derivative Claims”). An example of a Third Party Proceeding would be an individual that slips and falls in the Company’s lobby and then brings a lawsuit against the Company and our CEO that claims Company and the CEO are both liable for the slip and fall accident. An example of a

Derivative Claim would be a lawsuit by one of our shareholders against our board of directors that asserts that the board has violated a duty owed to the Company, and through that violation has harmed the Company. The Agreements require different things in order for one of the Indemnified Parties to be indemnified in a Third Party Proceeding and a Derivative Claim:

*Third Party Proceedings.* To receive indemnification in a Third Party Proceeding an Indemnified Party must have acted in good faith and in a manner the Indemnified Parties reasonably believed to be in the best interests of the Company. If the matter happens to involve a criminal charge, the Indemnified Party must have believed that their conduct was lawful.

*Derivative Claims.* To receive indemnification in a Derivative Claim an Indemnified Party must meet the threshold for indemnification in a Third Party Proceeding plus two additional requirements. Accordingly, to be eligible for indemnification the Indemnified Party must have acted in good faith and in a manner they reasonably believed to be in the best interest of the Company plus: (1) they must have acted in a manner they believed to be in the best interests of the Company's shareholders, and (2) any settlement or other disposition of the matter must be done with court approval.

In any proceeding, if the Indemnified Parties are determined to be liable to the Company in the performance of their duty(ies) to the Company, no indemnification shall be made unless a court determines that the Indemnified Parties are entitled to reimbursement for their Expenses.

#### *Limitations on Indemnification*

The Company is not obligated to indemnify an Indemnified Party for:

- Any claim or any part of a claim arising out of acts, omissions or transactions for which a director or officer may not be indemnified under California General Corporation Law ("CGCL") or expenses, penalties or other payments prohibited by Part 359 of the FDIC's Rules;
- Any proceeding initiated by the Indemnified Parties, except claims brought by the Indemnified Parties to enforce the Indemnified Parties' rights under the Agreements, other laws or as required under Section 317 of the CGCL, unless the Board of Directors approved the initiation of such proceeding;
- Expenses with respect to legal proceedings initiated by the Indemnified Parties if the court determines such proceeding was not brought in good faith or was frivolous;
- Any Expenses which have been paid directly to or on behalf of the Indemnified Party by an insurance carrier under a director and officer insurance policy maintained by the Company, or any other insurance policy maintained by the Company or the Indemnified Parties; or
- Expenses and the payment of profits arising from the purchase and sale by the Indemnified Parties of securities in violation of the Securities Exchange Act of 1934, as amended.

In addition, nothing in the Agreements requires indemnification, reimbursement, or payment by the Company and no Indemnified Party shall be entitled to demand indemnification, reimbursement, or payment under the Agreements, if and to the extent indemnification, reimbursement, or payment constitutes a "prohibited indemnification payment" within the meaning of Federal Deposit Insurance Corporation Rule 359.1(1)(1).

#### *Determination of Right to Indemnification*

Upon receipt of a request for indemnification, the Board of Directors will determine by any of the methods set forth in Section 317(e) of the CGCL whether the Indemnified Parties have acted in a manner which would permit indemnification. If a claim for indemnification is not paid by the Company within ninety (90) days after a written claim is received, then the Indemnified Parties may bring a suit against the Company for indemnification. Unless that lawsuit is dismissed as frivolous or is brought in bad faith, the Indemnified Parties may also receive indemnification for the Expenses in bringing such a suit. Should a court determine that the Indemnified Parties acted in a manner which would not permit indemnification, the Company will not be liable for failure to make an indemnification payment.

### *Advancement and Repayment of Expenses*

The Agreements obligate the Company to pay the Expenses incurred by the Indemnified Parties in defending and investigating any legal proceeding prior to the final disposition of the legal proceeding, so long as the Indemnified Parties agree to repay any amount for which it is later determined that the Indemnified Parties are not entitled. The Company shall not be required to make any advance to the Indemnified Parties if the Board of Directors determines that it does not appear that the Indemnified Parties have acted in a manner which permits the Company to indemnify the Indemnified Parties and the advancement of Expenses would not be in the best interests of the Company and its shareholders. The Indemnified Parties are required to repay to the Company the amounts advanced only to the extent that a court ultimately determines that he/she is not entitled to indemnification by the Company.

### *Notice to Company by Indemnified Parties*

In order for the Indemnified Parties to receive indemnification, they must give written notice to the Company within thirty (30) days after they become aware of any claim against them for which they believe indemnification will be sought.

### *Maintenance of Liability Insurance*

The Agreements require that the Company use its best efforts to obtain and maintain in full force and effect directors' and officers' liability insurance.

### *Term*

All agreements and obligations of the Company contained in the Agreements shall continue during the period the Indemnified Parties serve as a director or officer of the Company and shall continue thereafter so long as the Indemnified Parties shall be subject to any possible proceeding by reason of the fact that the Indemnified Parties served in such capacity.

### *Recommendation and Vote*

Again, the Board views the Agreements as an enhancement and clarification to the mandated indemnification provided in our Bylaws and, except for the obligation to maintain insurance on reasonable terms, not as a substantive change to the rights provided in our Bylaws.

The affirmative vote of a majority of the votes cast at the meeting, at which a quorum is present, either in person or by proxy, is required to approve this proposal. If you hold your shares in your own name and abstain from voting on this matter, your abstention will have no effect on the vote. If you hold your shares through a broker and you do not instruct the broker on how to vote on this proposal, your broker will not have the authority to vote your shares. Abstentions and broker non-votes will each be counted as present for purposes of determining the presence of a quorum, but will not have any effect on the outcome of this proposal.

For the reasons set forth above, the Board believes that the Agreements are in the best interest of the Company and its shareholders.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" THE RATIFICATION OF THE INDEMNIFICATION AGREEMENTS WITH NONEMPLOYEE DIRECTORS AND EXECUTIVE OFFICERS.**

## **PROPOSAL 3**

### **APPROVAL OF AMENDMENT TO ARTICLES OF INCORPORATION TO ELIMINATE CUMULATIVE VOTING**

#### *Overview*

On February 5, 2026, the Company's Board of Directors unanimously approved, subject to shareholder approval, an amendment to the Company's Articles of Incorporation ("Articles") to add a new Article Seven to eliminate cumulative voting in the election of directors. This amendment is part of the Company's governance modernization efforts in connection with its anticipated listing on The Nasdaq Stock Market LLC ("Nasdaq").

#### *Background*

Under California General Corporation Law ("CGCL"), shareholders generally are entitled to cumulative voting in the election of directors unless cumulative voting is expressly eliminated in a corporation's articles of incorporation. Cumulative voting allows a shareholder to aggregate votes and allocate them among director nominees rather than casting one vote per share per nominee. The Company's current Articles do not eliminate cumulative voting.

#### *Rationale for the Amendment*

The Board has determined that it is in the best interests of the Company and its shareholders to eliminate cumulative voting in all director elections for the following reasons:

- *Disproportionate Influence.* Cumulative voting permits a minority of shareholders, or one shareholder holding a minority of shares, to guarantee the election of a director nominee proposed by such shareholder or shareholders, even if a significant majority of the shareholders would be opposed to the election of such director. This provides the minority with disproportionate influence in director elections and could facilitate the advancement of special interests of a minority of shareholders at the expense of the general interests of all shareholders. Our Board believes that each director should represent the interests of all shareholders.
- *Annual Elections.* The Company's directors are elected annually. When cumulative voting is coupled with the annual election of directors, the potential for a minority shareholder to take disruptive actions in opposition to the wishes of the holders of a majority of the shares voting is heightened (as compared to corporations with staggered boards).
- *Prevailing Practice.* A system of one vote per share for each director nominee is the prevailing election standard among U.S. public companies.
- *Potential for Confusion.* The administration of a director election when cumulative voting is in effect is complicated in practice and carries significant potential for confusion and delay. The Board would prefer the relative simplicity of one vote per share per director nominee for director elections.

#### *Effects of the Amendment*

The Board has adopted resolutions setting forth the proposed Articles amendment to add the following new Article Seven:

#### **"SEVEN: CUMULATIVE VOTING**

Shareholders of the corporation shall not have the right to cumulate their votes for the election of directors; provided, however, that this provision shall become effective only when the corporation becomes a listed corporation within the meaning of Section 301.5 of the Corporations Code."

If approved, the amendment to our Articles will become effective upon filing with the California Secretary of State. The actual elimination of cumulative voting will not be effective unless and until the Company lists its shares on a national stock market, such as Nasdaq. Also if approved, certain conforming amendments will be made to our Bylaws to reflect the elimination of cumulative voting. Specifically, Section 2.6 of our Bylaws will have all references to cumulative voting eliminated. An approval of this Proposal 3 includes approval of such conforming amendments to the Bylaws.

If the elimination of cumulative voting is not approved by the shareholders, the proposed amendment to our Articles and related conforming amendments to our Bylaws will not be made and shareholders will retain the ability to demand cumulative voting in connection with the election of directors.

#### *Recommendation and Vote*

Approval of this amendment to our Articles, requires the affirmative vote of the holders of a majority of the outstanding shares of common stock. Abstentions and shares not voted will have the same effect as a vote against this proposal.

For the reasons set forth above, the Board believes the Articles amendment to eliminate cumulative voting is in the best interest of the Company and its shareholders.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” APPROVAL OF AMENDMENT TO ARTICLES OF INCORPORATION TO ELIMINATE CUMULATIVE VOTING.**

## **PROPOSAL 4**

### **APPROVAL OF AMENDMENT TO ARTICLES OF INCORPORATION TO ELIMINATE SHAREHOLDER ACTION BY WRITTEN CONSENT**

#### *Overview*

On February 5, 2026, the Company's Board of Directors unanimously approved, subject to shareholder approval, an amendment to the Company's Articles to add a new Article Eight providing that shareholders may not act by written consent and may act only at duly called meetings of shareholders. This amendment is also part of the Company's governance modernization efforts in connection with its anticipated Nasdaq listing.

#### *Background*

Under the CGCL, shareholders may act by written consent without a meeting unless that right is limited or eliminated in a corporation's articles of incorporation. Action by written consent permits shareholders holding the required voting power to approve corporate actions without advance notice to all shareholders and without holding a meeting.

The Board believes that requiring shareholder action to occur only at duly called meetings promotes transparency, fairness, and informed decision-making by ensuring that all shareholders receive notice of, and have an opportunity to consider and participate in, matters submitted for shareholder approval. Currently, the Company's Articles do not prohibit shareholder action by written consent.

#### *Rationale for the Amendment*

The Board has determined that it is in the best interests of the Company and its shareholders to require shareholder action to occur only at duly called meetings for the following reasons:

- *Equal Information and Participation.* Shareholder meetings ensure that all shareholders receive advance notice of proposed actions and have an equal opportunity to review disclosure materials and vote. Written consent actions may be initiated and completed without comparable advance notice to all shareholders.
- *Transparency of Process.* Matters submitted at shareholder meetings are conducted pursuant to established procedural and disclosure requirements, which promotes transparency and orderly governance.
- *Deliberative Decision Making.* The meeting process provides a structured framework for shareholder consideration of proposals and encourages more deliberate and informed voting decisions.
- *Prevailing Practice.* Requiring shareholder action to be taken only at meetings is a common governance feature among U.S. public companies.

#### *Effects of the Amendment*

The Board has adopted resolutions setting forth the proposed Articles amendment to add the following new Article Eight:

#### **"EIGHT: SHAREHOLDER ACTION**

Notwithstanding Section 603 of the California Corporations Code, any action required or permitted to be taken by the shareholders of the corporation shall be taken only at a duly noticed annual or special meeting of shareholders and may not be effected by written consent. The shareholders expressly waive any right to take action by written consent."

If approved, the amendment to our Articles will become effective upon filing with the California Secretary of State. Additionally, if approved, certain conforming amendments will be made to our Bylaws. Specifically, Section 2.7 of our existing Bylaws will be deleted. Approval of the amendment to our Articles in this Proposal 4 includes approval of such conforming amendments to our Bylaws.

If the elimination of shareholder action by written consent is not approved by the shareholders, the proposed amendment to our Articles and conforming amendment to our Bylaws will not be made and shareholders will retain the ability to take action by written consent in lieu of shareholder meeting.

*Recommendation and Vote*

Approval of this amendment to our Articles, requires the affirmative vote of the holders of a majority of the outstanding shares of common stock. Abstentions and shares not voted will have the same effect as a vote against this proposal.

For the reasons set forth above, the Board believes the Articles amendment to eliminate shareholder action by written consent is in the best interest of the Company and its shareholders.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE “FOR” APPROVAL OF AMENDMENT TO ARTICLES OF INCORPORATION TO SHAREHOLDER ACTION BY WRITTEN CONSENT.**

**PROPOSAL 5**  
**RATIFICATION OF THE SELECTION**  
**OF INDEPENDENT PUBLIC ACCOUNTANTS**

Crowe LLP and its predecessor Perry-Smith LLP have served as our independent public accountants since 2009. Crowe LLP provided various services as described below for the 2025 fiscal year consisting of audit services and tax services including preparation of tax returns.

Crowe LLP has no interests, financial or otherwise, in Bancorp and Bancorp has had no disagreements with its accountants with respect to accounting principles, practices or financial statement disclosure. It is anticipated that one or more representatives of Crowe LLP will be present at the annual meeting and will be able to make a statement if they so desire and answer appropriate questions.

The following table summarizes the services rendered to Bancorp by Crowe LLP during the 2025 and 2024 fiscal years.

Category of Services	Fiscal Year 2025	Fiscal Year 2024
Audit Fees <sup>(1)</sup>	\$849,917	\$444,086
Audit-Related Fees <sup>(2)</sup>	\$27,300	\$80,841
Tax Fees <sup>(3)</sup>	\$105,572	\$70,114
All Other Fees	—	—
Total Accounting Fees	\$982,789	\$595,041

- (1) *Audit fees consisted of fees billed for services rendered by Crowe LLP in connection with the audits of Bancorp's Consolidated Financial Statements for the years ended December 31, 2025 and December 31, 2024 and the step-up audits of Bancorp's Consolidated Financial Statements for the years ended December 31, 2024 and 2023 under the PCAOB auditing standards in 2025. The fees also include audit of Internal Control over Financial Reporting as required by FDIC regulations as a result of the Bank surpassing \$1 billion in total assets in 2019, CECL testing of ASU No. 2016-13 adopted on January 1, 2023, audit procedures related to the acquisition of 1<sup>st</sup> Capital Bancorp in October 2024 and change in CECL methodology in 2024.*
- (2) *Audit-related fees consisted of fees billed for services rendered by Crowe LLP in connection with the 401(k) retirement benefit plan for the year ended December 31, 2024 and 2023, and review of the Joint Proxy and Prospectus related to the merger with 1<sup>st</sup> Capital Bancorp in 2024.*
- (3) *Tax fees consisted primarily of assistance relating to tax compliance, including preparation of tax returns, tax advice, tax planning and related tax services for years 2025 and 2024.*

The Audit Committee approved 100% of all professional services rendered by Crowe LLP during the 2025 and 2024 fiscal years, including pre-approval of all audit and permissible non-audit services, and considered whether the provision of such services was compatible with Crowe LLP maintaining its independence.

The Board of Directors has selected Crowe LLP to serve as Bancorp's independent public accountants for the year 2026. The ratification of the selection of Crowe LLP as Bancorp's independent public accountants requires the affirmative vote of the holders of a majority of the shares of Bancorp's common stock represented and voting at the annual meeting. If shareholders do not ratify the selection of Crowe LLP, the Board of Directors will reconsider the selection. The Board of Directors reserves the right, in its discretion, to select alternative independent public accountants notwithstanding ratification by shareholders, at any time that the Board of Directors determines that such a change would be in the best interests of Bancorp and its shareholders.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" THE RATIFICATION OF THE SELECTION OF CROWE LLP AS OUR INDEPENDENT PUBLIC ACCOUNTANTS FOR 2026.**

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Based on records and public filings available to Bancorp, Management knows of no person who owns, beneficially or of record, either individually or together with associates, 5 percent or more of the outstanding shares of Bancorp's common stock. The following table sets forth, as of February 19, 2026, the number and percentage of shares of Bancorp's common stock beneficially owned, directly or indirectly, by each of Bancorp's directors, principal shareholders, the executive officers named in the Summary Compensation Table and all of the individuals named in the table as a group. Beneficial ownership generally includes shares over which a person named below has sole or shared voting or investment power and shares which such person has the right to acquire within 60 days of February 19, 2026. Unless otherwise indicated, the persons listed below have sole voting and investment powers with respect to the shares beneficially owned.

Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
<b>Directors</b>		
Judith N. Bornstein	6,100	*
John C. Burroughs	209,070 <sup>(2)</sup>	2.0%
Caroline D. Chapin	10,074 <sup>(3)</sup>	*
Kenneth R. Chappell	165,300	1.6%
Wayne S. Doiguchi	4,000	*
Craig A. French	66,692 <sup>(4)</sup>	*
Kurt J. Gollnick	21,488	*
Daniel R. Hightower, M.D.	66,506	*
Alexander B. Potts	22,354 <sup>(5)</sup>	*
Gunlek L. Ruder	—	*
Krista Snelling	57,401 <sup>(6)</sup>	*
James L. Weisenstein	75,132 <sup>(7)</sup>	*
<b>Named Executive Officers who are not Directors <sup>(1)</sup></b>		
Angelo DeBernardo, Jr.	46,314 <sup>(8)</sup>	*
Cecilia Situ	22,430 <sup>(9)</sup>	*
<b>Directors and executive officers as a group (including other executive officers who are not Named Executive Officers)</b>	<b>905,463 <sup>(10)</sup></b>	<b>8.6% <sup>(11)</sup></b>

\* Less than one percent.

(1) As used in this proxy statement, the term "executive officer" of Bancorp and the Bank on a consolidated basis includes the Chairman and Chief Executive Officer, Executive Vice President and Chief Financial Officer, and Executive Vice President.

(2) Mr. Burroughs has shared voting and investment powers as to 153,870 shares.

(3) Ms. Chapin has shared voting and investment powers as to 50 shares.

(4) Mr. French has shared voting and investment powers as to 27,572 shares.

(5) Mr. Potts has shared voting and investment powers as to 15,276 shares.

(6) Ms. Snelling has shared voting and investment powers as to 17,125 shares and 30,724 unvested time-based and performance-based restricted stock that have voting rights.

(7) Mr. Weisenstein has shared voting and investment powers as to 72,240 shares.

(8) Mr. DeBernardo has 7,700 shares subject to exercisable stock options and has shared voting and investment powers as to 17,398 shares. In addition, Mr. DeBernardo has 11,746 unvested time-based and performance-based restricted stock that have voting rights.

(9) Ms. Situ has 521 shares subject to exercisable stock options and 13,721 shares of unvested time-based and performance-based restricted stock that have voting rights.

(10) Total includes 76,658 shares subject to exercisable stock options and 78,365 shares of unvested time-based and performance-based restricted stock that have voting rights.

(11) Percentage is based upon shares outstanding as of the record date February 19, 2026.

## **EXECUTIVE COMPENSATION**

The following sets forth the names of and certain information, as of January 1, 2026, concerning Bancorp and/or the Bank's named executive officers, except for Krista Snelling, Chairman of the Board and Chief Executive Officer, as to whom such information is disclosed in the director-nominee table above in Proposal 1.

### **Cecilia Situ**

**Executive Vice President  
Chief Financial Officer**

**Age: 47**

**Officer Since: 2022**



Ms. Situ joined the Bank in October 2022. She is currently the Executive Vice President and Chief Financial Officer of the Bank and Bancorp. From 2008 to 2022, she held various positions including Controller and Principal Accounting Officer at Bank of Marin Bancorp, a Nasdaq listed bank holding company in California and she served most recently as the Senior Vice President and Treasurer prior to her departure. Ms. Situ has over 23 years of well-rounded financial management experience, including financial accounting and SEC reporting, interest rate risk management, investment portfolio management, business combination, financial planning, Sarbanes-Oxley internal control and procedures and team development. Her career began in public accounting at Deloitte & Touche with a specialty in auditing community banks, real estate firms, nonprofit organizations and other financial service companies. Ms. Situ is a Chartered Financial Analyst and California Certified Public Accountant and holds a Master of Accounting degree from the University of Florida, Fisher School of Accounting.

### **Angelo DeBernardo, Jr.**

**Executive Vice President  
Chief Lending Officer**

**Age: 56**

**Officer Since: 2004**



Mr. DeBernardo serves as our Executive Vice President, Chief Lending Officer. Mr. DeBernardo joined the Bank at its inception in February 2004 as Vice President, Senior Business Lender, playing a key role in establishing and expanding the Bank's commercial lending platform and has more than 35 years of progressive financial services experience in commercial banking and credit administration. Mr. DeBernardo previously served as vice president/commercial team leader at Heritage Bank of Commerce in San Jose and as middle market credit analyst with Pacific Western Bank / Comerica Bank in both Santa Cruz County and San Jose. Throughout his career, Mr. DeBernardo has maintained a strong commitment to community leadership and philanthropic service. He currently serves as Emeritus Director of the Dominican Hospital Foundation and is a Director and Past President of both the Rotary Club of Santa Cruz and the Rotary Club of Santa Cruz Community Fund. He is also a Director of the Santa Cruz Area Chamber of Commerce and Leadership Santa Cruz County, and serves as a Trustee of the Santa Cruz Rotary Endowment. Over several decades, he has dedicated substantial time to youth programs, educational fundraising, and delivering financial literacy education in local high schools. Since 2005, Mr. DeBernardo has been an active faculty member and instructor at Pacific Coast Banking School, the National Graduate School of Banking at the University of Washington, contributing to the professional development of senior banking executives nationwide. Mr. DeBernardo earned a Bachelor of Science degree in business administration, with a concentration in accounting from San Jose State University. He is also a graduate of Pacific Coast Banking School, the National Graduate School of Banking at the University of Washington.

## **Compensation Discussion and Analysis**

The primary objective of our executive compensation program is to attract and retain highly skilled and motivated executive officers that significantly contribute to the Company's success. The executive officers are expected to manage the Company to promote its growth and profitability, minimize risk, and advance the interests of our shareholders. As such, the Company's compensation program is designed to provide levels of compensation that reflect the executive's role in the organization and reward the individual's performance within the context of the Company's performance.

The Compensation Committee is composed of independent directors who review and assess general compensation and benefits policies for Bancorp in accordance with its charter to this proxy statement as noted under the Compensation Committee section of Corporate Governance above.

The compensation policies of Bancorp are designed to attract and retain highly qualified personnel. Such compensation may include elements that reward long-term financial performance and growth of Bancorp in the form of restricted stock and grants of stock under the Bank's 2014 Omnibus Plan, 2024 Equity Based Compensation Plan, and retirement benefits under 401(k) Plan, in addition to short-term elements such as salary and bonus opportunity. The goal of stock awards and other forms of equity compensation, which serve as long-term incentive compensation, is to attempt to more closely align the interests of the award recipient with the long-term interests of shareholders. Bancorp's general strategy, including the compensation paid to executive officers, is to pay annual compensation that is competitive with similar positions at peer group banks, with consideration given to Bancorp's overall financial condition and performance relative to banks in similar positions. Compensation for executive officers may also include participation in the Bank's Supplemental Executive Retirement Plan to provide competitive retirement benefits and termination severance benefits under executive employment agreements with the goal of retention of executive officers and continuity of management over the long-term development of Bancorp. In determining compensation benefits, including compensation of executive officers, the Compensation Committee obtains salary information and surveys from industry trade associations and may consult with independent compensation and benefits experts. The granting of stock awards and other forms of equity incentive compensation is based on an officer's responsibilities and relative position in the Bank and is recommended by the Compensation Committee to the Board for approval.

See the discussion regarding the Compensation Committee's functions under the heading "Compensation Committee" above in this proxy statement for a more detailed description of the Compensation Committee's duties and responsibilities.

The Committee also continually reviews the Company's compensation policies to identify any practice that might encourage an employee to expose the Company to unacceptable risk. At the present time, the Committee is satisfied that the current executive compensation program does not encourage the Company's executive officers, including the Named Executive Officers ("NEOs"), to expose the Company to inappropriate risk.

The following table reflects the cash and non-cash compensation earned and paid to Bancorp's Chief Executive Officer and the two other most highly compensated executive officers for the years indicated.

### Summary Compensation Table

Name and Principal Position	Year	Salary <sup>(1)</sup>	Incentive Plan Compensation <sup>(2)</sup>	Stock Awards <sup>(3)</sup>	Change in Pension Value and Nonqualified Deferred Compensation Earnings <sup>(4)</sup>	All Other Compensation <sup>(5)</sup>	Total
Krista Snelling Chairman & CEO	2025	\$650,000	\$589,180	\$1,087,000	\$33,028	\$40,346	\$2,399,554
	2024	\$532,000	\$598,500	—	\$31,824	\$35,814	\$1,198,138
	2023	\$501,125	\$275,550	\$199,994	\$22,705	\$32,053	\$1,031,427
Cecilia Situ EVP & CFO	2025	\$400,000	\$255,500	\$400,016	\$12,101	\$15,541	\$1,083,158
	2024	\$331,000	\$248,250	—	—	\$15,300	\$594,550
	2023	\$326,233	\$112,000	\$199,994	—	\$14,657	\$652,884
Angelo DeBernardo, Jr. EVP & CLO	2025	\$310,000	\$135,094	\$310,012	\$41,581	\$23,489	\$820,176
	2024	\$301,000	\$165,550	—	\$40,495	\$22,674	\$529,719
	2023	\$293,000	\$98,399	\$199,994	\$27,987	\$22,042	\$641,422

- (1) Amounts shown include base salary compensation earned and received by named executive officers as well as amounts earned but deferred at the election of those officers under the 401(k) Plan. The Bank entered into employment agreements with Ms. Snelling, Mr. DeBernardo, and Ms. Situ as discussed hereafter in this proxy statement under the heading "Potential Post-Employment Payments."
- (2) Amounts shown reflect incentives earned based on performance in the years indicated and are paid during the first quarter of the following year. Incentives are calculated based on established Incentive Compensation Plan, following an evaluation of financial results of operations at the end of the prior fiscal year, and are paid in both cash and restricted stock awards valued based on grant-date fair value of the stock and vest over a three-year period starting from the anniversary date of the original grant.
- (3) The Bank has a 2014 Omnibus Plan ("2014 Plan") that expired in February 2025 and a new 2024 Equity Based Compensation Plan ("2024 Equity Plan"). The 2014 Plan and 2024 Equity Plan provide long-term incentives ("Awards") in the form of incentive and nonqualified stock options and restricted stock. Under both plans, Awards may be granted to directors and key employees. Awards of nonqualified stock options and restricted stock may be contingent upon achievement of qualifying performance criteria as set forth in the 2014 Plan and 2024 Equity Plan documents. The exercise price of stock options may not be less than the fair market value of common stock on the date of grant. Awards of shares of restricted stock may also be granted that are subject to the condition of (i) continued employment or directorship of the participant, and/or (ii) the attainment of performance criteria that shall be set forth in the restricted stock award agreement with the awardee-participant. For awards of stock, the aggregate grant date fair value is computed in accordance with FASB ASC Topic 718. The amounts shown reflect the applicable full grant-date fair values for stock awards in accordance with FASB ASC Topic 718 (excluding the effect of forfeitures) and are reported for the fiscal year during which the stock awards were issued. Additional discussion is set out in Note 15 to the audited financial statements included in Bancorp's 2025 Consolidated Financial Statements and Independent Auditor's Report that accompanies this proxy statement and is incorporated herein by reference.
- (4) Amounts shown reflect the change in value of the accumulated projected benefit obligation under the respective executive's salary continuation agreement.
- (5) All other compensation consisted of the following items:

Name	Year	Auto Allowance	401(k) Matching Contributions	Club Membership	Split Dollar Bank Owned Life Insurance	Post-Retirement Benefit for Continuing Life Insurance	Health Insurance Premiums
Krista Snelling	2025	—	\$9,300	\$9,643	\$360	\$2,433	\$18,610
	2024	—	\$9,150	\$7,088	\$340	\$2,184	\$17,052
	2023	—	\$9,000	\$5,803	\$325	\$1,853	\$15,072
Cecilia Situ	2025	\$8,400	\$7,050	—	\$12	\$79	—
	2024	\$8,400	\$6,900	—	—	—	—
	2023	\$8,400	\$6,257	—	—	—	—
Angelo DeBernardo, Jr.	2025	\$9,000	\$9,300	—	\$525	\$4,664	—
	2024	\$9,000	\$9,000	—	\$490	\$4,184	—
	2023	\$9,000	\$9,000	—	\$455	\$3,587	—

The split dollar benefits and Bank owned life insurance are discussed hereafter in this proxy statement under the heading “Potential Post-Employment Payments – Supplemental Executive Salary Continuation Agreements.

#### Outstanding Equity Awards at December 31, 2025

##### *Restricted Stock Awards*

The following table sets forth information concerning outstanding stock awards under the 2014 Plan and 2024 Equity Plan at year-end 2025.

Name	Grant Date	Number of Shares of Stock That Have Not Vested (#)	Market Value of Shares of Stock That Have Not Vested (\$) <sup>(1)</sup>
Krista Snelling	12/17/2025	25,000	\$1,100,000
	03/19/2025	4,997	\$219,868
	03/20/2024	1,320	\$58,080
	12/20/2023	1,732	\$76,208
Cecilia Situ	12/17/2025	9,200	\$404,800
	03/19/2025	1,241	\$54,604
	03/20/2024	460	\$20,240
	12/20/2023	3,463	\$152,372
Angelo DeBernardo, Jr.	12/17/2025	7,130	\$313,720
	03/19/2025	752	\$33,088
	03/20/2024	401	\$17,644
	12/20/2023	3,463	\$152,372

(1) The market value of the shares of restricted stock that have not vested is calculated by multiplying the number of shares of unvested stock by the closing price of our common stock at December 31, 2025, which was \$44.00.

## Option Awards

The following table sets forth information concerning outstanding option awards under the 2014 Plan at fiscal year-end 2025. Note that share counts reflect the two-for-one stock split which was effective on March 14, 2022.

Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price (\$)	Option Expiration Date
Cecilia Situ	104	1,042	—	\$25.11	11/15/2032
Angelo DeBernardo, Jr.	7,700	—	—	\$22.72	01/17/2028

## Option Exercises and Vested Stock Awards

The following table sets forth information concerning the exercise and vesting of stock options and vesting of shares of restricted stock for the year ended December 31, 2025, for each of the named executive officers:

Name	Number of Shares Acquired on Exercise (#)	Value Realized upon Exercise (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Krista Snelling	—	—	3,765	\$156,950
Cecilia Situ	1,146	\$17,353	1,960	\$85,141
Angelo DeBernardo, Jr.	—	—	1,931	\$83,989

## Employment Agreements

**Employment Agreement with Ms. Snelling.** Effective January 1, 2026, the Bank entered into an employment agreement with Ms. Snelling pursuant to which she serves as Chairman of the Board of Directors, and as the President and Chief Executive Officer of the Bank and Bancorp. The agreement replaced Ms. Snelling's previous employment agreement entered into on January 1, 2025, and as described in greater detail below, increased her base pay per year from \$650,000 and expanded her severance benefits.

The agreement includes payment of a base salary per year of \$715,000, which is subject to an annual review by the Board and adjustments, if any, as may be approved at the discretion of the Board of Directors. At the end of each calendar year, the amount of bonus compensation, if any, to be paid to Ms. Snelling is to be determined in the sole discretion of the Board of Directors based upon the implementation of the Bank's strategic plan and profitability for each year. The agreement provides for other incidental compensation and benefits, including flexible vacation paid, group life, health, accident and disability coverages for Ms. Snelling and her dependents, and reimbursement for business expenses.

The agreement is an at-will contract that may be terminated by either party at any time. If the Bank terminates Ms. Snelling's employment for cause, she will not be entitled to any further amounts except as earned through her last day of employment. If the Bank terminates Ms. Snelling's employment without cause, she will be entitled to (i) her earned compensation through her last day of employment; (ii) a lump sum severance payment equal to twenty-four months of her annual base salary; and two times her "Target" bonus as defined in the Bank's Annual Incentive Compensation Plan during the year termination occurs; (iii) continuation of group insurance coverages for herself and her dependents for a period of twenty-four months from the date of termination at the Bank's expense. No severance payments or benefits are payable to Ms. Snelling if she terminates her employment voluntarily, except in connection with a "change in control" of the Bank as defined in the agreement. If Ms. Snelling's employment is terminated in connection with or within twenty-four months following a change in control, or if without her consent certain material changes occur in the nature and scope of her employment or compensation following a change in control, then Ms. Snelling is entitled to (i) her earned compensation through her last day of employment; (ii) a lump sum severance payment equal to twenty-four months of her annual base salary and two times her "Target" bonus as defined in the Bank's Annual Incentive Compensation Plan during the year termination occurs; and (iii) continuation of group insurance coverages for herself and her dependents for a period of twenty-four months from the date of termination at the Bank's expense.

**Employment Agreement with Ms. Situ.** Effective October 27, 2022, the Bank entered into an employment agreement with Ms. Situ pursuant to which she currently serves as the Executive Vice President and Chief Financial Officer of the Bank and Bancorp.

The agreement includes payment of a base salary per year of \$320,000, which is subject to an annual review by the Compensation Committee of the Board and adjustments, if any, as may be approved in the discretion of the CEO and/or Board of Directors. At the end of each calendar year, the amount of bonus compensation, if any, to be paid to Ms. Situ is to be determined based upon the recommendation of the Chief Executive Officer and approval of the Board of Directors based upon the implementation of the Bank's strategic plan and profitability for each year. The agreement provides for other incidental compensation and benefits, including flexible vacation paid, group life, health, accident and disability coverages, an auto allowance and reimbursement for business expenses. The cost of insurance is shared by the Bank and Ms. Situ as detailed in the insurance plan contribution schedule.

The agreement is an *at-will* contract that may be terminated by either party at any time. If Ms. Situ's employment is terminated without cause by the Bank she is entitled to a lump sum severance payment equal to six months of her annual base salary in addition to benefits continuation for the same time period. No severance payments or benefits are payable to Ms. Situ if she terminates her employment voluntarily, except in connection with a "change in control" of the Bank as defined in the agreement. If Ms. Situ's employment is terminated in connection with or within twenty-four months following a change in control, or if without her consent certain material changes occur in the nature and scope of her employment or compensation following a change in control, then Ms. Situ is entitled to a lump sum severance payment equal to twelve months of her annual base salary and continuation of group insurance coverages for herself and her dependents for a period of twelve months from the date of termination as detailed in the Bank's Insurance Plan contribution schedule.

**Employment Agreement with Mr. DeBernardo.** Effective April 21, 2021, the Bank entered into an employment agreement with Mr. DeBernardo pursuant to which he currently serves as the Executive Vice President and Chief Lending Officer of the Bank.

The agreement includes payment of a base salary per year of \$265,000, which is subject to an annual review by the Compensation Committee of the Board and adjustments, if any, as may be approved in the discretion of the CEO and/or Board of Directors. At the end of each calendar year, the amount of bonus compensation, if any, to be paid to Mr. DeBernardo is to be determined based upon the recommendation of the Chief Executive Officer and approval of the Board of Directors based upon the implementation of the Bank's strategic plan and profitability for each year. The agreement provides for other incidental compensation and benefits, including flexible vacation paid, group life, health, accident and disability coverages, an auto allowance and reimbursement for business expenses. The

cost of insurance is shared by the Bank and Mr. DeBernardo as detailed in the insurance plan contribution schedule.

The agreement is an *at-will* contract that may be terminated by either party at any time. If Mr. DeBernardo's employment is terminated without cause by the Bank he is entitled to a lump sum severance payment equal to six months of his annual base salary in addition to benefits continuation for the same time period. No severance payments or benefits are payable to Mr. DeBernardo if he terminates his employment voluntarily, except in connection with a "change in control" of the Bank as defined in the agreement. If Mr. DeBernardo's employment is terminated in connection with or within twenty-four months following a change in control, or if without his consent certain material changes occur in the nature and scope of his employment or compensation following a change in control, then Mr. DeBernardo is entitled to a lump sum severance payment equal to twelve months of his annual base salary and continuation of group insurance coverages for himself and his dependents for a period of twelve months from the date of termination as detailed in the Bank's Insurance Plan contribution schedule.

### **Potential Post-Employment Payments – Supplemental Executive Salary Continuation Agreements**

In an effort to attract and retain qualified officers, the Bank provides supplemental retirement benefits for certain executive officers of the Bank who, upon retirement, will receive a fixed amount of salary continuation benefit payments for a defined period of time. Ms. Snelling, Ms. Situ and Mr. DeBernardo have entered into the Salary Continuation Agreements with the Bank consisting of two benefit components – a defined retirement benefit and an endorsement split dollar death benefit. Each of the participating executives is a party to two agreements with the Bank – a supplemental executive Salary Continuation Agreement and a Split Dollar Life Insurance Agreement, that describe the participant's respective benefits and any restrictions that apply to those benefits.

Subject to stipulated tenure requirements contained in the Agreements, the defined retirement benefit portion of the agreement entitles Ms. Snelling and Ms. Situ and Mr. DeBernardo to a monthly retirement benefit for 15 years. Normal retirement occurs upon resignation after age 65 for Ms. Snelling and Ms. Situ and Mr. DeBernardo. Early retirement is an option under stipulated circumstances. If they retire on a normal retirement date, the benefits for Ms. Snelling start at \$7,083.33 per month, the benefits for Ms. Situ and Mr. DeBernardo start at \$6,000 per month. The benefit ceases upon the participant's death. An early retirement election subjects the participant to lifetime benefit-amount penalties. For a stipulated number of years of continuous full-time employment with the Bank, the participant accumulates credit toward eligibility for a full benefit, in a manner analogous to vesting. However, such accumulated credit can be forfeited entirely under certain conditions, such as the participant's termination with cause, or the participant's voluntary resignation before reaching their early retirement age. Upon Disability as defined in the Agreements, the participant will receive a lump sum payment, the month following disability, in the amount of the Accrued Benefit in lieu of any other benefit. Upon a change in control as defined in the Agreements, the applicable percentage of the retirement benefit that the participant is entitled to receive upon normal retirement will accelerate to 100%.

The Bank's obligations for the defined retirement benefits are not funded; however, the Bank has purchased bank-owned life insurance policies ("BOLI policies") on the lives of the participants that are actuarially designed to accrue income to the Bank in amounts that offset benefit liability expense accruals. Using pension benefit accounting, the Bank records as income the periodic increases in the cash values of the BOLI policies and records as benefit liability expense, net of an offsetting tax credit, the periodic increases to the benefit liability account. The BOLI policies are designed to provide for a complete cash recovery of cash outlays per the Split Dollar Life Insurance Benefit agreements upon the deaths of the participants. The Bank has paid the premiums for the BOLI policies in full in the amount of \$10,050,000. The Bank is the owner and beneficiary of these policies, as well as the policies the Bank acquired in the merger with Lighthouse Bank in 2019 and 1<sup>st</sup> Capital Bancorp in 2024, and is entitled to the increase in cash surrender value represented by the policies. The increase in cash surrender value is accrued monthly and reflected in the Bancorp's financial statements as a category under "Other non-interest income." Although the Bank believes that the actuarial assumptions it has made are reasonable and that BOLI policy income will offset substantially all of the

Bank's expenses under the Salary Continuation Agreements, there is no formal tie between the BOLI policies and the Bank's obligations to pay retirement benefits to the participants. The Bank will be responsible for payment of the defined retirement benefit even if its assumptions prove to be incorrect or the Bank does not receive the death benefits called for by the BOLI policies at the time the Bank is required to pay retirement benefits to participants.

Participants are also provided a death benefit. This benefit is an endorsement split dollar life insurance benefit, in a defined amount that is the lesser of one million dollars, or eighty percent of the amount by which the death benefits of the respective BOLI policies exceed their cash values. The cash value equals the value at which the BOLI policies are carried on the books of the Bank. The Bank is entitled to the remainder of the policy proceeds. The Bank has no obligations to the participants to pay death benefits if the BOLI policies for any reason do not pay death benefits in excess of their respective cash values.

During 2025, the Bank recorded BOLI income of \$742 thousand and net benefit liability expenses of \$200 thousand. The present value of accumulated benefits at December 31, 2025, was approximately \$123 thousand for Ms. Snelling, \$180 thousand for Mr. DeBernardo, and \$12 thousand for Ms. Situ.

## **CHANGE OF CONTROL**

Management is not aware of any arrangements which may at a subsequent date result in a change of control of Bancorp.

## **TRANSACTIONS WITH RELATED PERSONS**

The Board has adopted a written related-party transaction policy. We regularly monitor our business dealings and those of our directors, director nominees and executive officers to determine whether any existing or proposed transactions would constitute a related-party transaction requiring approval under this policy. In addition, our Code of Business Conduct and Ethics requires directors and executive officers to notify us of any relationships or transactions that may present a conflict of interest, including those involving family members. Our directors and executive officers are also required to complete a questionnaire on an annual basis designed to elicit information regarding any such related-party transactions.

There have been no material transactions since January 1, 2025, nor are there any presently proposed transactions, to which Bancorp was or is to be a party in which the amount involved exceeds the lesser of \$120,000 or 1% of the average of Bancorp's total assets at year-end for the last two fiscal years, and in which any director, executive officer, nominee for director, or 5% shareholders, or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest. Bancorp solicited legal services from Spencer Fane, formerly Pahl & McCay, of which our former Director Pahl is a Partner. Legal expenses of \$11,000 were paid to Spencer Fane and did not exceed the limitations described above during 2025.

## **INDEBTEDNESS OF MANAGEMENT AND DIRECTORS**

Some of the directors and executive officers, as well as members of their immediate families and associates, are clients of, and have had banking transactions with West Coast Community Bank, a subsidiary of Bancorp, in the ordinary course of business, and expects to have such ordinary banking transactions with these persons in the future. In the opinion of management of the Bank, all loans and commitments to lend included in such transactions were made in the ordinary course of business on the same terms, including interest rates and collateral, as those prevailing for comparable transactions with other persons of similar creditworthiness, and do not involve more than the normal risk of collectability or present other unfavorable features. While there are not any limits on the aggregate amount it may lend to directors and executive officers as a group, loans to individual directors and executive officers must comply with the Bank's lending policies and statutory lending limits. In addition, prior approval of the Board of Directors is required for all such loans. The aggregate amount of indebtedness including extensions of credit or overdrafts, endorsements and guarantees outstanding at any time since the beginning of the last fiscal year and as of the latest practicable date did not exceed (i) the lesser of ten percent of the equity capital accounts of the Bank or five million dollars as to each such director or executive officer, as well as members of their immediate families and associates, or (ii) twenty percent of the equity capital accounts of the Bank as a group.

### **Shareholder Communications**

A majority of the members of the Board of Directors, each of whom is "independent" as defined under the NASDAQ listing rules, has established procedures for receipt and delivery of shareholder communications addressed to the Board of Directors. Any such shareholder communications, including communications by employees of Bancorp solely in their capacity as shareholders, should be mailed or delivered to Bancorp addressed as follows: Board of Directors, West Coast Community Bancorp, 75 River Street, Santa Cruz, California 95060.

## **Annual Meeting Attendance**

Each member of its Board of Directors is encouraged to attend Bancorp's annual meeting of shareholders each year. All directors attended the annual meeting of shareholders held in person in 2025.

## **OTHER INFORMATION**

### **Website Access**

You may visit [www.wccb.com](http://www.wccb.com) to obtain additional information regarding Bancorp.

### **Annual Report**

The Annual Report and Consolidated Financial Statements and Independent Auditor's Report for the year ended December 31, 2025 is being mailed concurrently with this proxy statement to all shareholders of record as of February 19, 2026, and is also available on the Internet at [www.envisionreports.com/WCCB](http://www.envisionreports.com/WCCB).

### **Annual Disclosure Statement**

Bancorp has prepared an annual disclosure statement as required by Federal Deposit Insurance Corporation regulations, a copy of which may be obtained upon written request to Bancorp, 75 River Street, Santa Cruz, California 95060, Attention: Tracy Ruelas-Hashimoto, Corporate Secretary.

### **Shareholders' Proposals**

Next year's annual meeting of shareholders is currently scheduled to be held on May 19, 2027. Any shareholder desiring to submit a proposal for action at the 2027 annual meeting of shareholders which is desired to be presented in Bancorp's proxy statement with respect to the 2027 annual meeting of shareholders, should mail the proposal by certified mail return receipt requested, to Bancorp, 75 River Street, Santa Cruz, California 95060, Attention: Tracy Ruelas-Hashimoto, Corporate Secretary. All such proposals must be received by Bancorp no later than December 10, 2026. Matters pertaining to such proposals, including the number and length thereto, eligibility of persons entitled to have such proposals included, and other aspects, are subject to all applicable laws and regulations.

## **OTHER MATTERS**

Management is not aware of any other matters to come before the annual meeting. If any other matter not mentioned in this proxy statement is brought before the annual meeting or any adjournments or postponements thereof, the persons named in the enclosed proxy card will have discretionary authority to vote all proxies with respect thereto in accordance with the recommendations of management.

### **WEST COAST COMMUNITY BANCORP**



March 4, 2026  
Santa Cruz, California

Tracy Ruelas-Hashimoto  
Corporate Secretary

## **EXHIBIT A** **INDEMNIFICATION AGREEMENT**

This Indemnification Agreement, dated as of \_\_\_\_\_, 2026, is made by and among West Coast Community Bancorp, a California corporation, West Coast Community Bank, a California banking corporation (West Coast Community Bancorp and West Coast Community Bank being collectively referred to as the “Corporation”), and \_\_\_\_\_ a director or officer of either West Coast Community Bancorp or West Coast Community Bank (the “Indemnitee”).

### **RECITALS**

A. The Corporation and the Indemnitee recognize that the present state of the law is too uncertain to provide the Corporation’s officers and directors with adequate and reliable advance knowledge or guidance with respect to the legal risks and potential liabilities to which they may become personally exposed as a result of performing their duties for the Corporation;

B. The Corporation and the Indemnitee are aware of the substantial growth in the number of lawsuits filed against corporate officers and directors in connection with their activities in such capacities and by reason of their status as such;

C. The Corporation and the Indemnitee recognize that the cost of defending against such lawsuits, whether or not meritorious, is typically beyond the financial resources of most officers and directors of the Corporation;

D. The Corporation and the Indemnitee recognize that the legal risks and potential liabilities, and the threat thereof, associated with proceedings filed against the officers and directors of the Corporation bear no reasonable relationship to the amount of compensation received by the Corporation’s officers and directors;

E. The Corporation has determined that the liability insurance coverage available to the Corporation as of this date may not be entirely adequate. The Corporation believes, therefore, that the interest of the Corporation’s shareholders would be best served by a combination of (i) such insurance as the Corporation may obtain pursuant to the Corporation’s obligations hereunder and (ii) a contract with its officers and directors, including the Indemnitee, to indemnify them to the fullest extent permitted by law (as in effect on the date hereof, or, to the extent any amendment may expand such permitted indemnification, as hereafter in effect) against personal liability for actions taken in the performance of their duties to the Corporation;

F. Section 317 of the California Corporations Code empowers California corporations to indemnify their officers and directors and further states that the indemnification provided by Section 317 “shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent such additional rights to indemnification are authorized in the articles of the corporation”; thus, Section 317 does not by itself limit the extent to which the Corporation may indemnify persons serving as its officers and directors;

G. The Corporation’s Articles of Incorporation and Bylaws authorize the indemnification of the officers and directors of the Corporation in excess of that expressly permitted by Section 317, subject to the limitations set forth in Section 204(a)(11) of the California Corporations Code;

H. The Board of Directors of the Corporation has concluded that, to retain and attract talented and experienced individuals to serve as officers and directors of the Corporation and to encourage such individuals to take the business risks necessary for the success of the Corporation, it is necessary for the Corporation to contractually indemnify its officers and directors, and to assume for itself liability for expenses and damages in connection with claims against such officers and directors in connection with their service to the Corporation, and has further concluded that the failure to provide such contractual indemnification could result in great harm to the Corporation and its shareholders;

I. The Corporation desires and has requested Indemnitee to serve or continue to serve as a director or officer of the Corporation, free from undue concern for the potential liabilities associated with such services to Corporation; and

J. The Indemnitee is willing to serve, or continue to serve, the Corporation, provided, and on the expressed condition, that the indemnification provided for herein is furnished by the Corporation.

## AGREEMENT

NOW, THEREFORE, the Corporation and Indemnitee agree as follows:

### 1. Definitions.

(a) “Agent” means any person who is or was acting in his capacity as a director or officer of the Corporation, or is or was serving as a director, officer, employee or agent of any other enterprise at the request of the Corporation, and whether or not the person is serving in any such capacity at the time any liability or expense is incurred for which indemnification or reimbursement can be provided under this Agreement.

(b) “Applicable Standard” means that a person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation; except that in a criminal proceeding, such person must also have had no reasonable cause to believe that such person’s conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create any presumption, or establish, that the person did not meet the “Applicable Standard.”

(c) “Expenses” means, for the purposes of this Agreement, all direct and indirect costs of any type or nature whatsoever (including, without limitation, any fees and disbursements of Indemnitee’s counsel, accountants and other experts and other out-of-pocket costs) actually and reasonably incurred by the Indemnitee in connection with the investigation, preparation, defense or appeal of a Proceeding; provided, however, that Expenses shall not include judgments, fines, penalties or amounts paid in settlement of a Proceeding.

(d) “Proceeding” means, for the purposes of this Agreement, any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (including an action brought by or in the right of the Corporation) in which Indemnitee may be or may have been involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director or officer of the Corporation, or is or was a director or officer of any subsidiary of the Corporation, by reason of any action taken by Indemnitee or of any inaction on Indemnitee’s part while acting as such director or officer or by reason of the fact that the person is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director and/or officer of the foreign or domestic corporation which was a predecessor corporation to the Corporation or of another enterprise at the request of such predecessor corporation, whether or not the person is serving in such capacity at the time any liability or expense is incurred for which indemnification or reimbursement can be provided under this Agreement.

2. Agreement to Serve. In consideration of the protection afforded by this Agreement, if Indemnitee is a director of the Corporation, the director agrees to serve at least for the balance of the current term as a director and not to resign voluntarily during such period without the written consent of a majority of the remaining directors. If Indemnitee is an officer of the Corporation not serving under an employment contract, the officer agrees to serve in such capacity at least for the balance of the current fiscal year of the Corporation and not to resign voluntarily during such period without the written consent of a majority of the Board of Directors. Following the applicable period set forth above, Indemnitee agrees to serve or continue to serve in such capacity to the best of the person's abilities at the will of the Corporation or under separate contract, if such contract exists, for so long as Indemnitee is duly elected or appointed and qualified or until such time as the person tenders their resignation in writing. Nothing contained in this Agreement is intended to create in Indemnitee any right to continued employment.

3. Indemnification.

(a) Third Party Proceedings. The Corporation shall indemnify Indemnitee against Expenses, judgments, fines, penalties or amounts paid in settlement (if the settlement is approved in advance by the Corporation, which approval shall not be unreasonably withheld) actually and reasonably incurred by Indemnitee in connection with a Proceeding (other than a Proceeding by or in the right of the Corporation) if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in the best interests of the Corporation, or, with respect to any criminal Proceeding, had no reasonable cause to believe that Indemnitee's conduct was unlawful.

(b) Proceedings By or in the Right of the Corporation. The Corporation shall indemnify Indemnitee if Indemnitee is made a party to, or threatened to be made a party to, or otherwise involved in, any Proceeding which is an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was an Agent of the Corporation. This indemnity shall apply, and be limited, to and against all expenses actually and reasonably incurred by Indemnitee in connection with the defense or settlement of such Proceeding, but only if: (a) Indemnitee met the Applicable Standard (except that the Indemnitee's belief regarding the best interests of the Corporation need not have been reasonable); (b) Indemnitee also acted in a manner which the person believed to be in the best interests of the Corporation's shareholders; and (c) the action is not settled or otherwise disposed of without court approval. No indemnification shall be made under this section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation in the performance of such person's duty or the Corporation, unless, and only to the extent that, the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, Indemnitee is fairly and reasonable entitled to indemnification for the expenses which such court shall determine.

(c) Scope. Notwithstanding any other provision of this Agreement but subject to Section 14(b), the Corporation shall indemnify the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by other provisions of this Agreement, the Corporation's Articles of Incorporation, the Corporation's Bylaws or by statute.

4. Limitations on Indemnification. Any other provision herein to the contrary notwithstanding, the Corporation shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Acts. To indemnify Indemnitee for any acts or omissions or transactions from which a director or officer may not be relieved of liability under the California General Corporation Law or for expenses, penalties, or other payments prohibited by Part 359 of the FDIC's Rules and Regulations, incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency which proceeding or action results in a final order assessing civil money penalties or requiring affirmative action by an individual or individuals in the form of payments to the Corporation or its subsidiary;

(b) Claims Initiated by Indemnitee. To indemnify or advance Expenses to Indemnitee with respect to Proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under this Agreement or any other statute or law or otherwise as required under Section 317 of the California General Corporation Law, but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors has approved the initiation or bringing of such suit; or

(c) Lack of Good Faith. To indemnify Indemnitee for any Expenses incurred by the Indemnitee with respect to any proceeding instituted by Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee in such proceeding was not made in good faith or was frivolous; or

(d) Insured Claims. To indemnify Indemnitee for Expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement) which have been paid directly to or on behalf of Indemnitee by an insurance carrier under a policy of directors' and officers' liability insurance maintained by the Corporation or any other policy of insurance maintained by the Corporation or Indemnitee; or

(e) Claims Under Section 16(b). To indemnify Indemnitee for Expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute.

## 5. Determination of Right to Indemnification.

Upon receipt of a written claim addressed to the Board of Directors for indemnification pursuant to Section 3, the Corporation shall determine by any of the methods set forth in Section 317(e) of the California Corporations Code whether Indemnitee has met the applicable standard of conduct which makes it permissible under applicable law to indemnify Indemnitee. If a claim under Section 3 is not paid in full by the Corporation within ninety (90) days after such written claim has been received by the Corporation, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, unless such action is dismissed by the court as frivolous or brought in bad faith, the Indemnitee shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action, other than an action brought to enforce a claim for Expenses incurred in defending any Proceeding (other than a Proceeding brought by the Corporation directly in its own right as distinguished from an action brought derivatively or by any receiver or trustee) in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation that the Indemnitee has not met the standards of conduct which make it permissible under applicable law to indemnify the Indemnitee for the amount claimed, but the burden of proving such defense, by clear and convincing evidence, shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to make a determination prior to the commencement of such action that indemnification of the Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct under applicable law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

6. Advancement and Repayment of Expenses.

(a) The Expenses incurred by Indemnitee in defending and investigating any Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding within 30 days after receiving from Indemnitee the copies of invoices presented to Indemnitee for such Expenses, if Indemnitee shall provide an undertaking to the Corporation to repay such amount to the extent it is ultimately determined that Indemnitee is not entitled to indemnification and a written affirmation as is required by applicable law with respect to Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Corporation as authorized by law has been met, whether prior to or after final disposition of any Proceeding. In determining whether or not to make an advance hereunder, the ability of Indemnitee to repay shall not be a factor. Notwithstanding the foregoing, in a proceeding brought by the Corporation directly, in its own right (as distinguished from an action brought derivatively or by any receiver or trustee), the Corporation shall not be required to make the advances called for hereby if the Board of Directors determines, in its sole discretion, that it does not appear that Indemnitee has met the standards of conduct which make it permissible under applicable law to indemnify Indemnitee and the advancement of Expenses would not be in the best interests of the Corporation and its shareholders.

7. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification or advancement by the Corporation of some or a portion of any Expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, penalties, and amounts paid in settlement) incurred by the Indemnitee in the investigation, defense, settlement or appeal of a Proceeding, but is not entitled to indemnification or advancement of the total amount thereof, the Corporation shall nevertheless indemnify or pay advancements to the Indemnitee for the portion of such Expenses or liabilities to which the Indemnitee is entitled.

8. Notice to Corporation by Indemnitee. Indemnitee shall notify the Corporation in writing of any matter with respect to which Indemnitee intends to seek indemnification hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof; provided that any delay in so notifying Corporation shall not constitute a waiver by Indemnitee of his rights hereunder. The written notification to the Corporation shall be addressed to the Board of Directors and shall include a description of the nature of the Proceeding and the facts underlying the Proceeding and be accompanied by copies of any documents filed with the court in which the Proceeding is pending. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

No costs, charges or expenses for which indemnity shall be sought hereunder shall be incurred without the Corporation's consent, which consent shall not be unreasonably withheld.

9. Maintenance of Liability Insurance.

(a) The Corporation hereby agrees that so long as Indemnitee shall continue to serve as a director or officer of the Corporation and thereafter so long as Indemnitee shall be subject to any possible Proceeding, the Corporation, subject to Section 9(b), shall use its best efforts to obtain and maintain in full force and effect directors' and officers' liability insurance ("D&O Insurance") which provides Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Corporation's directors, if Indemnitee is a director; or of the Corporation's officers, if Indemnitee is not a director of the Corporation but is an officer.

(b) Notwithstanding the foregoing, the Corporation shall have no obligation to obtain or maintain D&O Insurance if the Corporation determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, the coverage provided by such insurance is limited by exclusions so as to provide

an insufficient benefit, or the Indemnitee is covered by similar insurance maintained by a subsidiary or parent of the Corporation.

(c) Notice to Insurers. If, at the time of the receipt of a notice of a claim pursuant to Section 8 hereof, the Corporation has D&O Insurance in effect, the Corporation shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Corporation shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

10. Defense of Claim. In the event that the Corporation shall be obligated under Section 6 hereof to pay the Expenses of any Proceeding against Indemnitee, the Corporation, if appropriate, shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Corporation, the Corporation will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, provided that (i) Indemnitee shall have the right to employ his counsel in any such Proceeding at Indemnitee's expense; and (ii) if (a) the employment of counsel by Indemnitee has been previously authorized by the Corporation, or (b) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnitee in the conduct of such defense or (c) the Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding, then the fees and expenses of Indemnitee's counsel shall be at the expense of the Corporation.

11. Attorneys' Fees.

(a) In the event that Indemnitee or the Corporation institutes an action to enforce or interpret any terms of this Agreement, the Corporation shall reimburse Indemnitee for all of the Indemnitee's reasonable fees and expenses in bringing and pursuing such action or defense, unless as part of such action or defense, a court of competent jurisdiction determines that the material assertions made by Indemnitee as a basis for such action or defense were not made in good faith or were frivolous.

(b) Any controversy or claim arising out of or relating to the interpretation of the amount of an Indemnitee "reasonable" fees and expenses pursuant to this Section 11 or elsewhere in this Agreement may, at the election of Indemnitee, be finally settled by arbitration in accordance with the rules of the American Arbitration Association (with no right to a jury trial or appellate review), and judgment upon the award rendered by the arbitrator may be rendered in any court having jurisdiction thereof. The arbitration shall be conducted in Santa Cruz County, California in accordance with the ADR Service Provider's then current rules for arbitration of business disputes by a panel of three arbitrators (with each party selecting one arbitrator and those two selecting the third). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16 (as may be amended). In no event shall a claim be arbitrated that would be barred by the statute of limitations in a judicial proceeding.

12. Continuation of Obligations. All agreements and obligations of the Corporation contained herein shall continue during the period the Indemnitee is a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, fiduciary, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, and shall continue thereafter so long as the Indemnitee shall be subject to any possible proceeding by reason of the fact that Indemnitee served in any capacity referred to herein.

13. Successors and Assigns. This Agreement establishes contract rights that shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties hereto.

14. Non-exclusivity.

(a) The provisions for indemnification and advancement of expenses set forth in this Agreement shall not be deemed to be exclusive of any other rights that the Indemnitee may have under any provision of law, the Corporation's Articles of Incorporation or Bylaws, the vote of the Corporation's shareholders or disinterested directors, other agreements or otherwise, both as to action in his official capacity and action in another capacity while occupying his position as a director or officer of the Corporation.

(b) In the event of any changes, after the date of this Agreement, in any applicable law, statute, or rule which expand the right of a California corporation to indemnify its officers and directors, the Indemnitee's rights and the Corporation's obligations under this Agreement shall be expanded to the full extent permitted by such changes. In the event of any changes in any applicable law, statute or rule, which narrow the right of a California corporation to indemnify a director or officer, such changes, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder.

15. Effectiveness of Agreement. To the extent that the indemnification permitted under the terms of certain provisions of this Agreement exceeds the scope of the indemnification provided for in the California General Corporation Law, such provisions shall not be effective unless and until the Corporation's Articles of Incorporation authorize such additional rights of indemnification. In all other respects, the balance of this Agreement shall be effective as of the date set forth on the first page and may apply to acts of omissions of Indemnitee which occurred prior to such date if Indemnitee was an officer, director, employee or other agent of the Corporation, or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the time such act or omission occurred.

16. Severability. Nothing in this Agreement is intended to require or shall be construed as requiring the Corporation to do or fail to do any act in violation of applicable law. The Corporation's inability, pursuant to court order or pursuant to Part 359 of the FDIC's Rules and Regulations, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable as provided in this Section 16. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify Indemnitee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

17. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. To the extent permitted by applicable law, the parties hereby waive any provisions of law which render any provision of this Agreement unenforceable in any respect.

18. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee or (ii) if mailed by certified or registered mail with postage prepaid, on the third business day after the mailing date. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice.

19. Mutual Acknowledgment. Both the Corporation and Indemnitee acknowledge that in certain instances, federal law or applicable public policy may prohibit the Corporation from indemnifying its directors and officers under this Agreement or otherwise. Indemnitee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Corporation's right under public policy to indemnify Indemnitee.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

21. Limitation of Action. To extent that Indemnitee is solely a director or officer of West Coast Community Bancorp or West Coast Community Bank and not both, any obligation to Indemnitee hereunder shall be limited to only the entity of which Indemnitee is an officer or director and the other entity shall have no obligation to Indemnitee hereunder.

22. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

WEST COAST COMMUNITY BANCORP

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 75 River Street  
Santa Cruz, California 95060

WEST COAST COMMUNITY BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 75 River Street  
Santa Cruz, California 95060

INDEMNITEE:

Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WEST COAST**  
**COMMUNITY BANCORP**