

The key financial terms of the acquisition of Greater Pacific Bancshares (“GPB”) are as follows:

Each share of GPB Common Stock issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares and any Dissenting Shares) shall be converted into the right to receive an amount equal to (a) the Total Purchase Price divided by (b) the number of issued and outstanding shares of Company common stock as of the Effective Time, subject to adjustment as provided in the agreement (such amount per share, the "**Consideration Per Share**," and all such Consideration Per Share in the aggregate, the "**Merger Consideration**"), whereupon such shares of GPB Common Stock will no longer be outstanding and all rights with respect to such shares of GPB Common Stock will cease to exist, except the right to receive the Consideration Per Share, upon surrender of Certificates or Book Entry Shares in accordance with the agreement.

"Total Purchase Price" means

- The Base Capital Amount, plus
- the Capital Adjustment Amount, plus
- the Closing Date Adjustment Amount, minus
- the GPB Transaction Expenses.

The "**Base Capital Amount**" is the amount calculated as follows:

- a. 150% of the Required Equity Level (the Required Equity Level is defined as 10% of the Total Bank Assets per the 12/31/2025 Call Report as shown in Schedule RC Line 12) [Illustrative Example: 10% of the Total Bank Assets was \$16,736,300 at 9/30/2025 and 150% of the Required Equity Level was \$25,104,450 at 9/30/2025]; plus
- b. 150% of the amount which is 70% of the total Allowance for Credit Losses on Loans and Leases per the 12/31/2025 Call Report as shown in Schedule RC Line 4c. [Illustrative Example: the total Allowance for Credit Losses on Loans and Leases was 2,366,000 at 9/30/2025, 70% of this number was \$1,656,200 at 9/30/2025, and 150% of this amount was \$2,484,300 at 9/30/2025];

[The sum of a) and b) above as of 9/30/2025 being \$27,588,750 at 9/30/2025.]

The "**Capital Adjustment Amount**" is the amount, if any, by which the dollar amount of the Bank's Tier 1 Capital as reported at calendar quarter end in the Bank's most recent FDIC Call Report prior to the Closing Date exceeds the dollar amount that would have resulted in a 10% Tier 1 Capital Ratio at calendar quarter end in the Bank's most recent FDIC Call Report prior to the Closing Date. [Illustrative Example: The Capital Adjustment Amount was \$8,053,700 as of 9/30/2025.] Notwithstanding the foregoing, the Capital Adjustment Amount will not include any amounts resulting from the Bank's Deposits having increased by more than One Million Dollars (\$1,000,000) from the amount of the Bank's Deposits on June 30, 2025.

The "**Closing Date Adjustment Amount**" is \$150,000 if the Closing Date is in February 2026, \$300,000 if the Closing Date is in March 2026, \$450,000 if the Closing Date is in April 2026, \$600,000 if the Closing Date is in June 2026, or \$750,000 if the Closing Date is on or after June 1, 2026. The Closing Date Adjustment Amount shall be zero if the Closing Date is on or before January 31, 2026.

The "**GPB Transaction Expenses**" means the total of the Company's attorney's fees, accounting fees and other fees and tail insurance premiums related to the transactions contemplated by this Plan of Merger, excluding any Conversion Plan Expenses incurred as defined in the agreement.

Shareholders with 40,000 or more Shares of GPB Common Stock. Each share of GPB Common Stock issued and outstanding and held by a shareholder of GPB who at the Effective Time own 40,000 or more shares of Company Common Stock ("**Large Shareholders**") shall be converted into the right to receive:

- a Senior Unsecured Note in an initial principal amount equal to (a) the Consideration Per Share minus (b) the Capital Adjustment Amount divided by the number of issued and outstanding shares of Company common stock as of the Effective Time, subject to adjustment as provided in the agreement; and
- at the election of such Large Shareholder, either (a) cash equal to the Capital Adjustment Amount divided by the number of issued and outstanding shares of Company common stock as of the Effective Time, subject to adjustment as provided in the agreement, or (b) a Capital Adjustment Note in an initial principal amount equal to the Capital Adjustment Amount divided by the number of issued and outstanding shares of Company common stock as of the Effective Time, subject to adjustment as provided in the agreement.

Shareholders with fewer than 40,000 Shares of Company Common Stock. Each share of GPB Common Stock issued and outstanding and held by a shareholder of GPB who at the Effective Time owns fewer than 40,000 shares of GPB Common Stock ("**Small Shareholders**") shall be converted into the right to receive:

- cash equal to (a) the Consideration Per Share minus (b) the Capital Adjustment Amount divided by the number of issued and outstanding shares of GPB common stock as of the Effective Time, however, that in lieu of receiving such cash such shareholder may elect to receive instead a Senior Unsecured Note in such amount if and only if such shareholder qualifies as an Accredited Investor under the rules of the US Securities and Exchange Commission;
- at the election of such Small Shareholder, either (a) cash equal to the Capital Adjustment Amount divided by the number of issued and outstanding shares of GPB common stock as of the Effective Time, subject to adjustment as provided in the agreement, or (b) if any only if such Small Shareholder qualifies as an Accredited Investor under the rules of the US Securities and Exchange Commission, a Capital Adjustment Note in an initial principal amount equal to the Capital Adjustment Amount divided by the number of issued and outstanding shares of Company common stock as of the Effective Time, subject to adjustment as provided in the agreement.

The 9% Fixed Rate Senior Unsecured Notes will have the following key terms:

Maturity: 9% Fixed Rate Senior Unsecured Notes shall mature 7 years from the issue date.

Issue Price to Investors: 100%

Interest Rate: 9.0% per annum.

Interest Payment Dates: Interest on the Notes will be payable semi-annually in arrears on January 31 and July 31 of each year.

Day Count Convention: 30/360

Ranking: The Notes will be the Company's senior unsecured obligations and:

- will rank senior in right of payment to any future indebtedness that is subordinated to the Notes;
- will rank senior in right of payment to the existing 8.25% subordinated notes due January 31, 2033;
- will rank equally in right of payment with all of the Company's existing and future unsecured and unsubordinated indebtedness;
- will be effectively subordinate to any future secured indebtedness of the Company to the extent of the value of the collateral securing such indebtedness;
- will be effectively subordinate to the existing \$12.5 million line of credit and future indebtedness with United Bankers Bank, as such indebtedness is secured by the shares of UNIB's subsidiary, University Bank; and
- will be structurally subordinate to all of the existing and future indebtedness, deposits and other liabilities of the Company's current and future subsidiaries, including without limitation, its bank subsidiary's liabilities to depositors in connection with the deposits in the bank, the subordinated debt issued by its bank subsidiary, as well as liabilities to general creditors and liabilities arising during the ordinary course or otherwise.

Optional Redemption: The Company may, at its option, redeem the Senior Notes, in whole or in part, at any time subject to obtaining the prior approval of the Board of Governors of the Federal Reserve System (the "Federal Reserve"), to the extent such approval is then required, under the capital adequacy rules of the Federal Reserve, at a redemption price equal to 100% of the principal amount of the Capital Adjustment Notes to be redeemed plus accrued and unpaid interest to but excluding the date of redemption. Any partial redemptions will be processed through the Depository Trust Corporation, in accordance with its rules and procedures, as a Pro Rata Pass-Through Distribution of Principal. The Senior Notes are not subject to redemption at the option of the noteholders thereof.

This 9% Fixed Rate Senior Unsecured Notes is not subject to redemption at the option of the Noteholder.

Manner of Sale/Transfer Restrictions:

The offering of the Notes will not be registered under the Securities Act of 1933, as amended (“Securities Act”). The Company will offer and sell the Notes only to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act) and Accredited Investors (as defined in Rule 501(a) under the Securities Act) in reliance upon the exemption under Section 4(a)(2) of the Securities Act and the provisions of Rule 506(b) of Regulation D promulgated thereunder.

The Capital Adjustment Notes will have the following key terms:

Maturity: Capital Adjustment Notes Unsecured Notes shall mature 7 years from the issue date.

Issue Price to Investors: 100%

Interest Rate:

- a. From the Issue Date until the date 365 days after the Issue Date, interest shall accrue and be paid at the rate of 4% per annum;
- b. Thereafter, interest shall accrue and be paid at the rate of 8.0% per annum.

Interest Payment Dates: Interest on the Notes will be payable semi-annually in arrears on January 31 and July 31 of each year.

Day Count Convention: 30/360

Ranking:

The Notes will be the Company’s senior unsecured obligations and:

- will rank senior in right of payment to any future indebtedness that is subordinated to the Notes;
- will rank senior in right of payment to the existing 8.25% subordinated notes due January 31, 2033;
- will rank equally in right of payment with all of the Company’s existing and future unsecured and unsubordinated indebtedness;
- will be effectively subordinate to any future secured indebtedness of the Company to the extent of the value of the collateral securing such indebtedness;
- will be effectively subordinate to the existing \$12.5 million line of credit and future indebtedness with United Bankers Bank, as such indebtedness is secured by the shares of UNIB’s subsidiary, University Bank; and
- will be structurally subordinate to all of the existing and

future indebtedness, deposits and other liabilities of the Company's current and future subsidiaries, including without limitation, its bank subsidiary's liabilities to depositors in connection with the deposits in the bank, the subordinated debt issued by its bank subsidiary, as well as liabilities to general creditors and liabilities arising during the ordinary course or otherwise.

Optional Redemption:

The Company may, at its option, redeem the Senior Notes, in whole or in part, at any time subject to obtaining the prior approval of the Board of Governors of the Federal Reserve System (the "Federal Reserve"), to the extent such approval is then required, under the capital adequacy rules of the Federal Reserve, at a redemption price equal to 100% of the principal amount of the Capital Adjustment Notes to be redeemed plus accrued and unpaid interest to but excluding the date of redemption. Any partial redemptions will be processed through the Depository Trust Corporation, in accordance with its rules and procedures, as a Pro Rata Pass-Through Distribution of Principal. The Senior Notes are not subject to redemption at the option of the noteholders thereof.

Subject to the provisions of the agreement and subject to the receipt of all regulatory approvals applicable to UNIB to redeem Senior Unsecured Capital Adjustment Notes, the Senior Unsecured Capital Adjustment Notes shall be redeemable at the option of and by the Noteholder, in whole or in part, from time to time upon any Interest Payment Date, at an amount equal to one hundred percent (100%) of the outstanding principal amount being redeemed plus accrued but unpaid interest, to but excluding the redemption date, but in all cases in a principal amount with integral multiples of \$1,000. In the case of any redemption of this Senior Unsecured Capital Adjustment Note pursuant to this paragraph, the Noteholder will give the Company notice of redemption, which notice shall indicate the aggregate principal amount of Senior Unsecured Capital Adjustment Notes to be redeemed, not less than forty-five (45) calendar days prior to the redemption date.

Manner of Sale/Transfer Restrictions:

The offering of the Notes will not be registered under the Securities Act of 1933, as amended ("Securities Act"). The Company will offer and sell the Notes only to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act) and Accredited Investors (as defined in Rule 501(a) under the Securities Act) in reliance upon the exemption under Section 4(a)(2) of the Securities Act and the provisions of Rule 506(b) of Regulation D promulgated thereunder.