

**CALIFORNIA BANKERS ASSOCIATION
EMPLOYEE BENEFIT PLAN**

**(as amended and restated effective
March 2022)**

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SECTION 1. INTRODUCTION AND HISTORY.

The Western Bankers Association, a California non-profit mutual benefit corporation ("WBA"), formerly known as the California Bankers Association ("CBA") sponsors the California Bankers Association Employee Benefit Plan (this "Plan") to provide Participants with life, accident, disability, educational, scholarship and other similar benefits as are available from time to time pursuant to the Plan. The Plan assets are held in the California Bankers Association Group Insurance Trust (the "Trust") pursuant to which U.S. Bank National Association serves as Trustee ("Trustee"). Capitalized terms used but not defined in the body of this Plan are defined in Section 13 hereof, or, if not defined elsewhere in this document, shall have the meanings set forth in ERISA.

In January 1976, CBA, by resolution of its Board of Directors, delegated its rights, liabilities, duties, and obligations under the Plan, except for the authority to terminate the Plan, to what is now known as the CBA ERISA Trust Committee (the "Committee"). The Plan was amended and restated effective September 2011 by CBA for the initial purpose of offering life and disability insurance to Participants. The Plan was thereafter amended and restated effective January 1, 2016 to provide, in addition to then-existing benefits, Scholarship/Education Benefits that help advance the careers of Participants (except Dependents) in the banking industry.

This Plan is hereby amended and restated effective January 1, 2019. This document, together with the evidences of coverage, certificates of coverage, scholarship rules, and other descriptions of the Benefit Programs (individually and collectively the "Summary Plan Descriptions") and the insurance policies or other contracts between the Trust and the Insurance Companies, collectively constitute the official plan document for the Plan. The Plan is intended to provide Insurance Benefits and Scholarship/Education Benefits to Eligible Employees of Participating Employers and, as applicable, their eligible Dependents. The Plan constitutes a single employee welfare benefit plan incorporating the health and welfare plans offered herein for purposes of Department of Labor ("DOL") and Internal Revenue Service ("IRS") Form 5500 reporting requirements.

The terms of the Summary Plan Descriptions and the insurance policies and contracts between the Trust and the Insurance Companies under which benefits are provided are hereby incorporated herein by reference and shall be an integral part of this Plan. The Summary Plan Descriptions describe the

terms of coverage, including but not limited to eligibility, participation, commencement of participation, the covered services and supplies, exclusions, limitations on benefits, coordination of benefits, any applicable copayments or coinsurance, deductibles, out-of-pocket maximums, annual and lifetime maximum benefits, provider networks, termination of participation and coverage, continuation of coverage and conversion privileges, if any, claims and appeal procedures and rights of recovery and subrogation.

This document is designed to fulfill the requirements of both a Plan and Summary Plan Description (“SPD”) under ERISA. If there is a conflict between the terms of this Plan and SPD and any documents incorporated herein by reference (including benefit booklets or contracts of a provider that insures a Plan benefit), the terms of the incorporated document(s) shall govern.

Please contact the Plan Administrator to request copies of benefit booklet(s) which further describe the terms of coverage under the Plan.

SECTION 2. PLAN ADMINISTRATION.

The Committee is the “Plan Administrator” and the WBA is the “Plan Sponsor,” as such terms are used in ERISA. The Committee, in its capacity as the Plan Administrator, is the named fiduciary that has the discretionary authority to control and manage the operation and administration of the Plan. The Committee is also the named fiduciary with respect to control over or management of the assets of the Plan. The Committee shall have the full, exclusive and discretionary authority to prescribe such forms, make such rules, regulations, interpretations and computations, construe the terms of the Plan and determine all issues relating to coverage and eligibility for benefits and take such other action to administer the Plan as it may deem necessary or appropriate in its sole discretion. The Committee’s rules, regulations, interpretations, computations and actions shall be final and binding on all Persons. In administering the Plan, the Committee shall at all times discharge its duties with respect to the Plan in accordance with the standards set forth in Section 404(a)(1) of ERISA.

The Committee will carry out its duties and responsibilities under the Plan through administrators and professionals with which it has contracted to perform such duties and responsibilities. The Committee, in its sole discretion, may engage other Persons to render advice or to perform services with regard to its responsibilities under the Plan. These Persons may include (without

limitation) third party administrators, investment advisors, accountants, actuaries, attorneys, consultants and Benefits Administrators.

The Committee may appoint and delegate to one or more Persons, including but not limited to the applicable investment advisors, third party administrator(s) and Benefits Administrator(s), the power and duty to handle the investment of Plan assets and the day-to-day administration of the Plan. To the extent that the Committee delegates fiduciary functions to other Persons, or such fiduciary functions are granted to such other Persons under the terms of the Plan, such Persons shall have the same discretionary power and authority to perform such functions as described above and as are set forth in the applicable agreement with such Persons. The Plan Administrator and each other administrator accepting delegation of fiduciary duties is a fiduciary as that term is used in ERISA with respect to the particular duties and responsibilities herein provided to be allocated to each of them, respectively, or as otherwise provided pursuant to an applicable administrative services agreement, investment advisory agreement, trust agreement or contract with an Insurance Company, as applicable.

SECTION 3. ELIGIBILITY AND PARTICIPATION (INSURANCE BENEFITS).

Any Eligible Employee shall become a Participant as of the later of the following: (a) the date designated in the participation agreement or enrollment documentation of the relevant Insurance Company for which coverage is sought; or (b) the date he or she becomes eligible to participate in the Plan.

Participation in the Plan is subject to any enrollment requirements described in the Summary Plan Descriptions and/or the provision of any forms or other information required by the Insurance Company that administers the applicable Insurance Benefits.

Subject to all other terms of the Plan, coverage for Eligible Employees shall terminate under the Plan or a Benefit Program upon the earliest to occur of the following: (a) the date Eligible Employee terminates employment or ceases to meet the requirements for eligibility; (b) the last day of the month for which a Required Contribution has been made by the Eligible Employee; (c) the date the Trust ceases to provide coverage for the class of employees to which the Eligible Employee belonged; (d) the date the Benefit Program terminates; (e) the date the Plan terminates; and (f) the date the Eligible Employee's Participating Employer ceases to participate in the Plan.

Subject to all other terms of the Plan, coverage for Dependents, to the extent available, shall terminate under the Plan or a Benefit Program upon the earliest to occur of the following: (a) the date Eligible Employee's coverage terminates; (b) the date the Dependent ceases to meet the requirements for eligibility; (c) the last day of the month for which a Required Contribution has been made on behalf of the Dependent; (d) the date the Trust ceases to provide coverage for the class of dependents to which the Dependent belonged; (e) the date the Benefit Program terminates; and (f) the date the Plan terminates.

The provisions of this Plan shall apply with respect to any covered expenses incurred on or after the effective date of the Plan. For all purposes under the Plan, a covered expense is incurred on the date a service or supply is rendered, not on the date of onset of an illness or occurrence of an accident.

SECTION 4. SCHOLARSHIP/EDUCATION BENEFIT.

4.1 Eligibility.

The Plan's Scholarship/Education Benefits are available to each active full-time employee who is scheduled to work at least 30 hours per week for a Participating Employer and who works at least thirty (30) hours per week for such Participating Employer.

4.2 Benefit Available.

Each calendar year, the Plan will make available up to Four Hundred Thousand Dollars (\$400,000) per Plan Year for Eligible Employees to receive Scholarship/Education Benefits consistent with the goal of fostering access to scholarships from different Participating Employers. Annual amounts may be adjusted at the Trustee's discretion. Where in a given year applications for scholarships in total or for specific scholarships exceed or are expected to exceed available funds, limits may be placed on awards to applicants from the same Participating Employer whose Participants have received prior awards. The Four Hundred Thousand Dollars (\$400,000) annual Plan Year limit applies to all Eligible Employees and, once allocated to eligible expenses, further Scholarship/Education Benefits will cease to be available for the remainder of the applicable Plan Year. Scholarship/Education Benefits are available to the extent funding is available as determined by the Committee in its sole discretion.

For example, assume fifty (50) Eligible Employees have applied for and received approval for Four Hundred Thousand Dollars (\$400,000) in eligible Scholarship/Education Benefits as of July 31, 2019 for the 2019 Plan Year. As such, no further benefit will be available under the Plan for the 2019 Plan Year for Scholarship/Education Benefits expenses as of August 1, 2019 through the remainder of the 2019 Plan Year.

Eligible Employees may apply for Scholarship/Education Benefits by submitting a properly completed application (and any other required documentation) to the Plan for any of the following expenses which are further described below:

- (a) Tuition for selected banking schools; or
- (b) Tuition for courses related to banking offered by an accredited educational institution; or
- (c) Fees for selected certificate programs and related preparation courses and study materials that are related to a career in the banking industry; or
- (d) Tuition to cover registration fees to SBA training programs/courses offered by the National Association of Government Guaranteed Lenders; or
- (e) Tuition for selected specialty schools from the University of Wisconsin Graduate School of Banking, or
- (f) Fees for selected certificated WBA training programs, subject to Committee approval.

An Eligible Employee may apply for more than one type of Scholarship/Education Benefits at the same time. All correspondence relating to the Scholarship/Education Benefits, including applications for benefits, must be sent to the Plan at the following address:

California Bankers Association Scholarship Administration
1303 J Street, Suite 600
Sacramento, CA 95814
(916) 438-4400

Banking School Benefit: The Scholarship/Education Benefits for selected banking schools covers tuition and fees for room and board and registration fees, where applicable. The banking school benefit is available for enrollment and attendance at the following select banking schools: Pacific Coast Banking School (University of Washington), Stonier Graduate School of Banking (University of Pennsylvania), University of Wisconsin Graduate School of Banking, and Graduate School of Banking at Colorado.

To apply for the banking school benefit, an Eligible Employee must complete and submit to the Plan: (1) a CBA Scholarship Application (contact the Plan to obtain an application or obtain an application from the CBA's website at www.calbankers.com/scholarship-initiative); (2) a letter of recommendation from the applicant's bank's senior management that endorses the Eligible Employee's training at the applicable banking school and request for a Plan scholarship; (3) a personal statement; and (4) a copy of the application submitted to the banking school. The Plan will notify the applicant of its decision. If an application is approved, the Eligible Employee will be eligible for payment of up to one hundred percent (100%) of tuition/registration fees for the entire course of instruction subject to confirmation each year of enrollment and continued full-time employment with a Participating Employer upon confirmation each year to the Plan of continued eligibility.

Note: The Plan reserves the right to review an Eligible Employee's continued eligibility and entitlement to benefits for subsequent years of instruction at a banking school. Payment of Scholarship/Education Benefits is not guaranteed.

To obtain a Plan benefit, approved applicants who have been successfully admitted to a banking school must direct the school to submit a tuition fee statement to the Plan and the Plan will send the approved scholarship amount to the banking school directly. Applicants are responsible for informing the Plan if, after having commenced instruction, they are deferring instruction or will not continue. Only new applicants to a banking school are eligible for this scholarship benefit. Students in their second or third year of banking school are not eligible to apply for a scholarship benefit. Generally, each Participating Employer may only have one scholarship recipient at any time.

Notwithstanding the foregoing, multiple scholarships to a single Participating Employer may be awarded if scholarships are not taken by applicants whose Participating Employers have not been awarded a

scholarship. However, under no circumstances may a Participating Employer have more than three scholarship recipients (in this category) enrolled at a banking school at one time.

If an Eligible Employee whose application for Scholarship/Education Benefits has been approved defers instruction or discontinues training at a banking school, the Eligible Employee must immediately notify the Plan.

Banking-Related Courses: The Scholarship/Education Benefits covers the tuition for an Eligible Employee of up to Two Thousand Dollars (\$2,000) for any course that is: (1) related to the business of banking; (2) offered by an established or accredited educational institution, and (3) with established criterium related to issuance of a certificate or taken for a grade.

Examples of allowable courses for which Plan scholarship/education benefits may be available include: accounting, finance, real estate transactions, marketing, business administration, information systems, investments, financial institutions, business law, and commercial law. While a benefit of up to Two Thousand Dollars (\$2,000) is available for a covered course, an approved benefit may be reduced or an otherwise eligible course may be rejected, if the Plan later determines that the course curriculum or institution does not meet established standards. The banking-related course benefit does not include the costs for books or other related fees or expenses.

To apply for the banking-related course tuition benefit, an Eligible Employee must complete and submit a CBA Scholarship Application (contact the Plan to obtain an application or obtain an application from the CBA website at www.calbankers.com/scholarship-initiative) to the Plan. Benefits are limited to enrollment in one course at a time. Furthermore, if an Employee fails to complete a course for which Scholarship/Education Benefits had been awarded or receives a failing grade for a course, the Employee will not be eligible for future scholarship/education benefit unless the coursework was not completed because of the Employee's illness or other extenuating circumstance. (Note: If an Employee's coursework is interrupted because of illness or other extenuating circumstance and, as a consequence, the course will not be completed, the Employee must immediately notify the Plan.)

To obtain a Plan benefit, approved applicants must direct the educational institution to submit a tuition fee statement to the Plan and the Plan will send

the approved scholarship amount to the educational institution directly with evidence of payment furnished to the applicant.

Note: The Plan will provide notice of any reimbursement to each eligible employee's Participating Employer bank.

Professional Certification: The Scholarship/Education Benefits covers the tuition and related costs for an eligible employee to obtain the following professional certificates:

(1) **Institute of Certified Bankers Certified Regulatory Compliance Manager (CRCM) certification.** The scholarship covers the cost of the online preparation course (but not the live in-person review course), review materials, and examination fee. A scholarship recipient is permitted to apply the online preparation course portion of the award toward the cost of the in-person course.

(2) **Institute of Certified Bankers Certified Trust and Financial Advisor (CTFA) certification.** The scholarship covers the cost of the online preparation course (but not the live in-person review course), review materials, and examination fee. A scholarship recipient is permitted to apply the online preparation course portion of the award toward the cost of the in-person course.

(3) **ACAMS Certified Anti-Money Laundering Specialist certification or "CAMS."** Applicants are responsible for satisfying the requirements necessary to become eligible to take the appropriate examination. Upon receipt of a completed scholarship application, CBA will send approved scholarship amounts directly to the provider. Evidence of payment will be furnished to the applicant and to the bank's HR officer. This scholarship is not available for the cost of retaking an examination following a failure to pass a scholarship-supported examination.

(4) **Certifications offered by the American Bankers Association, Bankers Hub, BankerCollege, or equivalent to enhance knowledge and skills in the discipline of banking.**

Applicants must submit a scholarship application together with the program registration. Scholarship funds for this category will be allotted to cover anticipated member registrations.

SECTION 5. CLAIMS ADMINISTRATION.

The Committee shall appoint one or more Benefits Administrator(s) (which may include Insurance Companies) which shall be responsible for paying benefits in accordance with the terms of the insurance policies or contracts for the Insurance Benefits that govern the provision of those benefits and for performing the other duties of a Benefits Administrator.

A Benefits Administrator has been appointed to administer the Scholarship/Education Benefits described in Section 4, including the sole discretion to determine claims and any appeal of any denied claim.

SECTION 6. FUNDING POLICY AND METHOD OF PAYMENT.

6.1 Cost of Coverage.

Premiums for Insurance Benefits shall be determined by the Insurance Companies. The cost of coverage under each of the programs offered under this Plan will be paid as described in the enrollment materials and other related communications provided to Eligible Employees by the Trust or Participating Employer.

The Plan's Scholarship/Educational Benefits are determined solely by the Committee and is paid by the Trust.

6.2 Participating Employer Contributions.

Participating Employers are required to make contributions to the Plan for certain benefits. These contributions are referred to as "Required Contributions" and the amount shall be determined from time to time by the Insurance Companies. (If a Participating Employer requires an Eligible Employee to pay any amounts in respect of Insurance Benefits, the Participating Employer collects those amounts directly from the Eligible Employee.)

6.3 Collection of Required Contributions.

The Trust (through its Benefits Administrator) will inform Participating Employers of the amount of Required Contributions, and such Participating Employer must remit funds for the required amount to the Trust each month. To the extent Required Contributions are due and unpaid, coverage may be

terminated by the Insurance Companies as of the last day for which Required Contributions have been paid.

The Plan's Scholarship/Educational Benefits currently do not require any contribution from any Participating Employer or Participant.

6.4 Funding Policy and Method of Payment.

All Required Contributions are deposited in the Trust and, together with the income gains and losses therefrom, will be held in the Trust and used to pay premiums to an Insurance Company for insured benefits and to the applicable education providers or Participants, as applicable, for the Plan's Scholarship/Educational Benefit, other eligible benefits or the reasonable administrative expenses of the Plan.

Except as otherwise provided herein, the Trust will make payments to the Insurance Companies for the Benefit Programs sufficient to meet current premiums, benefits and administrative expenses of the Plan.

6.5 Payment of Benefits.

The Trust, in its sole and absolute discretion, may enter into contracts with one or more Insurance Companies pursuant to which any or all of the benefits provided by the Plan shall be insured.

The benefits provided hereunder will be paid pursuant to the applicable Insurance Contract or in accordance with the terms and conditions of the documents governing any self-funded benefit, as applicable.

Premiums and any self-funded benefit (i.e., the Plan's scholarship/educational benefit) shall be paid from the Trust. Nothing herein will be construed to require the Trust to maintain any fund or segregate any amount for the benefit of any Participant or Dependent, and no Person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Trust from which any payment under the Plan may be made. The Trust shall have no obligation to pay premiums or to provide benefits under the Plan to the extent Required Contributions or the assets of the Trust are insufficient. The Insurance Companies will be responsible for the processing of claims and the disbursement of insured benefits pursuant to the applicable Insurance Contract entered into with the Trust. The Committee or its delegated Benefits Administrator will be responsible for the processing of

benefits and the disbursement of the Plan's self-funded scholarship/educational benefit.

SECTION 7. RECOVERY OF OVERPAYMENTS AND THIRD PARTY RESPONSIBILITY.

All benefits available under this Plan are subject to the rights of the Plan, the Committee and the Benefits Administrators to recover any overpayments and to the Plan's, the Committee's and the Benefits Administrators' rights of reimbursement and subrogation for claims which relate to injuries or illnesses caused by third parties. This includes any overpayments resulting from ineligibility, fraud, or any error.

The Plan has a right of reimbursement against any Person who receives or holds a payment from the Plan in excess of the amount to which a Person is entitled under the terms of the Plan. The Plan, the Committee and the Benefits Administrators may recover the amount overpaid in any manner determined by the Plan, the Committee and the Benefits Administrators, as applicable, to be in the best interests of the Plan, including, but not limited to, by legal action against the recipient and/or holder of the overpayment or by offset against other or future benefits payable to or with respect to the Person under the Plan. The provisions of this Section are intended to clarify existing rights of the Plan and apply to all past or future overpayments.

The benefits under this Plan will be determined according to the recovery of overpayment and third party responsibility provisions described in the evidence of coverage or certificate of coverage of the Benefit Programs.

SECTION 8. ASSIGNMENT OR ALIENATION OF BENEFITS.

Subject to any written direction of a Participant, all or a portion of any benefits provided by any Insurance Benefits contained in this Plan may, at the option of such Insurance Benefits and unless the Participant requests otherwise in writing, be paid directly to the Person rendering the service. Any payment made by an [Insurance Company] in good faith pursuant to this provision shall fully discharge the Plan and the Trust to the extent of such payment. The Plan's Scholarship/Educational Benefits (or any right under applicable law that may be associated with such benefit) are not assignable under any circumstance (note: the payment of a claim to a provider does not constitute an "assignment"). Except as expressly provided in this Section 8,

assignment or alienation of any benefits under the Plan will not be permitted or recognized.

SECTION 9. FACILITY OF PAYMENT.

If any benefits of this Plan are payable to the estate of a Participant or to a Dependent who is a minor or otherwise not competent to give a valid release, the Plan may pay such benefits to any relative or other Person or Persons whom the Plan determines to have accepted competent responsibility for the care of such Participant or Dependent or the administration of the Participant's estate. Any payment made by the Plan in good faith pursuant to this provision shall fully discharge the Plan and the Trust to the extent of such payment.

SECTION 10. BENEFIT CLAIMS AND REVIEW PROCEDURES.

The claims and review procedures applicable to each Benefit Program are described in the applicable Summary Plan Description unless otherwise stated herein. No civil action under section 502(a) of ERISA may be brought for Plan benefits unless the claimant has first exhausted the administrative remedies described in the applicable Summary Plan Description. Any such action must be brought within the period described in the Summary Plan Description or within twelve (12) months of the date of the adverse benefit determination on appeal if the Summary Plan Description is silent.

The following claims and appeals procedure applies to the Plan's Scholarship/Education Benefits described in Section 4. To file a claim, the substance of the claim must be submitted to the Plan at California Bankers Association, Scholarship Administration, and 1303 J Street, Suite 600, Sacramento, CA 95814.

10.1 If Your Claim Is Denied.

If the Plan denies an employee's claim for Scholarship/Education Benefits, in whole or in part, a notice of the denial and an explanation of the Plan's appeal process will be provided to the employee.

The denial notice will include:

- Specific reason(s) for the denial;
- Specific references to Plan provisions on which the denial is based;

- A description of any additional material or information necessary to complete the application and an explanation of why the material or information is necessary;
- A statement that copies of (or reasonable access to) all documents, records and other information relevant to the claim will be provided, upon request, and free-of-charge; and
- An explanation of the procedure for appealing the adverse benefit determination.

10.2 Filing an Appeal.

If a claimant does not agree with the claims decision, he or she may request a review of the decision within 60 days of the date of the notice of the claim denial. The request must state all the reasons why the benefits should be paid, including any documents, records or other information relevant to or that support the claim. A claimant may obtain reasonable access to, or copies of, all documents and information relevant to his claim free of charge, subject to any legal privilege.

If the original denial is upheld, a written notice stating the following will be provided to the claimant within 60 days after the Plan's receipt of claim, unless an extension of up to 60 days is necessary due to matters beyond the control of the Benefits Administrator.

Notice of any extension will be provided before the end of the initial 60-day period.

- Specific reason(s) for the denial.
- Specific references to plan provisions on which the denial is based.
- A statement that copies of (or reasonable access to) all documents, records and other information relevant to the claim will be provided, upon request, and free-of-charge; and
- A statement regarding the right to bring an action under Section 502(a) under the Employee Retirement Income Security Act of 1974 (ERISA).

SECTION 11. AMENDMENT AND TERMINATION.

11.1 Right to Amend or Terminate.

WBA reserves the right at any time, in its sole discretion, to amend the provisions of the Plan or any welfare plan benefit offered under this Plan to any extent (for example, in whole or in part) and in any manner it shall deem advisable, or terminate any welfare benefit offered under this Plan at any time without liability, including amendments to, or termination of, benefits in pay status under the Plan, or any welfare plan benefit offered under this Plan, by a written instrument signed by the Committee. Notwithstanding the foregoing, WBA has the sole and exclusive right to terminate the Plan.

11.2 Effect of Amendment or Termination.

Any amendment or termination of the Plan will not affect any payment of a Covered Expense (as defined in the particular Summary Plan Description) incurred by a Participant before the effective date of such amendment or termination. Should the Plan be terminated, upon the satisfaction of all benefit liabilities and expenses of the Plan, any assets remaining shall be disposed of in accordance with the determination of WBA in any lawful manner, to include without limitation, distribution of all or part of any remaining assets to an exempt entity established for the benefit of the members of WBA.

SECTION 12. GENERAL PROVISIONS.

12.1 Governing Law.

This Plan shall be construed and enforced in accordance with ERISA and, to the extent not preempted by ERISA, in accordance with the law of the State of California.

12.2 Proof of Age, Financial Support and Marital or Domestic Partnership Status.

The Trust may require Participants and their Dependents, spouses or Domestic Partners to furnish satisfactory proof of age, financial dependency, or marital or Domestic Partnership status, as applicable, as a condition of enrolling and maintaining coverage of such Dependents under the Plan.

12.3 Workers' Compensation.

The Plan is not in lieu of, and does not affect any requirement for coverage by Workers' Compensation Insurance.

12.4 No Guarantee of Tax Consequences.

The Plan Administrator does not make any commitment or guarantee that any amounts paid to or for the benefit of any Person under the Plan will be excludable from that Person's gross income for federal, state, and/or local income tax purposes, or that any other federal, state, or local tax treatment will apply or be available to any Person. *It is the obligation of each Person to determine whether any payment under the Plan is excludable from gross income for federal, state, and/or local income tax purposes.*

12.5 Employment Rights.

Nothing in the Plan shall be deemed to give any Person any right to remain in the employ of a Participating Employer or to affect the right of the Participating Employer to terminate the employment of any Person at any time with or without cause, which right is hereby reserved.

12.6 Statement of ERISA Rights.

As a participant in the CBA Employee Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Benefit Trust Fund participants shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the trust administration office, all documents governing the plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the trust administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description.

The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of the summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who create your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other Person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in Federal Court. In such case, the Court may require the plan administrator to provide the materials and pay up to \$110 per day until you receive the materials" unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal Court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The Court will decide who should pay court costs and legal fees. If you are successful, the Court may order the Person you have sued to pay these costs and fees. If you lose, the Court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and

responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1.866.444.EBSA. You may also visit its website at www.dol.gov/ebsa.

SECTION 13. DEFINITIONS.

The terms and phrases in this Section 13 shall have the following meanings when used in this Plan unless a different meaning is clearly required by the context. Masculine pronouns include the feminine, plural nouns include the singular, and singular nouns include the plural except where the context indicates otherwise.

13.1 Benefit Programs. The Insurance Benefits, the Scholarship/Education Benefits, and any other benefit program that WBA may adopt from time to time pursuant to this Plan.

13.2 Benefits Administrator. The term “Benefits Administrator” shall mean the insurance company or third party administrator appointed by the Committee to assist with the administration of the Plan and Trust, including claims administration, adjustment and payment and claim review services to employee welfare benefit plans, as applicable.

13.3 Code. The Internal Revenue Code of 1986, as amended from time to time.

13.4 Dependent. The term “Dependent” shall have the meaning set forth in the applicable Summary Plan Description for each Benefit Program offered under the Plan.

13.5 Eligible Employee. The term “Eligible Employee” means an Employee of a Participating Employer who meets the eligibility criteria for a Benefit Program as described in the applicable Summary Plan Description for that Benefit Program offered under the Plan. Notwithstanding the foregoing, an individual’s status as an Eligible Employee shall be determined under the applicable Benefit Program, and all such determinations shall be conclusive and binding on all Persons.

13.6 Employee. Any individual employed by a Participating Employer.

13.7 ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time.

13.8 Insurance Company. A company qualified to engage in the business of insurance in at least one state of the United States, and which is permitted by ERISA to hold assets of an employee benefit plan, free of trust.

13.9 Insurance Benefits. The insurance products described on Appendix A attached hereto and incorporated herein, as said Appendix A may be modified from time to time.

13.10 Participant. An Eligible Employee and such Eligible Employee's Dependents who participate in one or more of the Benefit Programs contained in this Plan.

13.11 Participating Employer. A bank that is a member in good standing of WBA, that does business in California, and that has entered into a valid and current participation agreement providing for participation by the Participating Employer's employees in the Plan.

13.12 Person. An individual, or a corporation, partnership, limited liability company, limited liability partnership or other legal entity.

13.13 Plan. The California Bankers Association Employee Benefit Plan as set forth herein.

13.14 Plan Year. The 12 consecutive month period beginning January 1 and ending December 31.

13.15 Scholarship/Education Benefits. The scholarship/education benefits described in Section 4 hereof.

13.16 Trust. The California Bankers Association Group Insurance Trust.

SECTION 14. BASIC PLAN INFORMATION

Plan Name: California Bankers Association Employee Benefit Plan

Plan Number: —

Plan Year: January 1-December 31.

Plan Sponsor: Western Bankers
1303 J Street, Suite 600
Sacramento, CA 95814
(916) 438-4400

Sponsor's EIN: [insert EIN]

Plan Administrator: CBA ERISA Trust Committee
Attn: _____
1303 J Street, Suite 600
Sacramento, CA 95814
(916) 438-4400

Service of Legal Process: Association Counsel
Western Bankers
1303 J Street, Suite 600
Sacramento, CA 95814
(916) 438-4400
Service of Legal Process may also be made upon the Plan Administrator.

Plan Type: Severance benefits. The Plan is an employee welfare benefit plan under section 3(1) of ERISA.

Plan Funding: Plan benefits are funded through Participant and Participating Employer contributions and via the Trust, as applicable.

Type of Administration: The Plan is partially self-administered by the Committee and its delegates and partially administered by the Benefits Administrator or the insurance companies, as applicable.

Claims Administrator: CBA ERISA Trust Committee
Attn: _____
1303 J Street, Suite 600
Sacramento, CA 95814
(916) 438-4400

Fiduciary:

CBA ERISA Trust Committee. The fiduciary may serve in more than one fiduciary capacity.

SECTION 15. EXECUTION.

IN WITNESS WHEREOF, this Plan to be executed as of

WESTERN BANKERS

By: _____

Its: _____

APPENDIX A

Insurance Benefits

Long Term Care – LifeSecure

Short Term Disability, Long Term Disability, Life/AD&D – Unum

Voluntary Life/AD&D -- Unum