

HTBK 10-K 12/31/2007

Section 1: 10-K (FORM10K2007)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2007

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission file number 000-23877

Heritage Commerce Corp

(Exact name of Registrant as Specified in its Charter)

California

(State or Other Jurisdiction of Incorporation or Organization)

77-0469558

(I.R.S. Employer Identification Number)

150 Almaden Boulevard

San Jose, California 95113

(Address of Principal Executive Offices including Zip Code)

(408) 947-6900

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Common Stock, no par value

Name of Each Exchange on which Registered

The NASDAQ Stock Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K, or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is an large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the stock held by non-affiliates of the Registrant, based upon the closing price of its common stock as of June 29, 2007 (\$23.68 per share), as reported on the Nasdaq Global Select Market, was approximately \$262 million.

As of February 15, 2008, there were 12,785,944 shares of the Registrant's common stock (no par value) outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

DOCUMENTS INCORPORATED

PARTS OF FORM 10-K INTO
WHICH INCORPORATED

Definitive proxy statement for the Company's 2008 Annual Meeting of Shareholders to be filed within 120 days of the end of the fiscal year ended December 31, 2007

Part III

HERITAGE COMMERCE CORP
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FOR YEAR ENDED DECEMBER 31, 2007

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PART I

ITEM 1 - BUSINESS

Discussions of certain matters in this Report on Form 10-K may constitute forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as such, may involve risks and uncertainties. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies, and expectations, are generally identifiable by the use of words such as "believe", "expect", "intend", "anticipate", "estimate", "project", "assume," "plan," "predict," "forecast" or similar expressions. These forward-looking statements relate to, among other things, expectations of the business environment in which the Company operates, projections of future performance, potential future performance, potential future credit experience, perceived opportunities in the market, and statements regarding the Company's mission and vision. The Company's actual results, performance, and achievements may differ materially from the results, performance, and achievements expressed or implied in such forward-looking statements due to a wide range of factors. The factors include, but are not limited to changes in interest rates, reducing interest margins or increasing interest rate risk, general economic conditions nationally or in the State of California, legislative and regulatory changes adversely affecting the business in which the Company operates, monetary and fiscal policies of the US Government, real estate valuations, the availability of sources of liquidity at a reasonable cost, competition in the financial services industry, the occurrence of events such as the terrorist acts of September 11, 2001, and other risks. All of the Company's operations and most of its customers are located in California. In addition, acts and threats of terrorism or the impact of military conflicts have increased the uncertainty related to the national and California economic outlook and could have an effect on the future operations of the Company or its customers, including borrowers. See Item 1A – Risk Factors for further discussion of factors that could cause actual results to differ from forward-looking statements. The Company does not undertake, and specifically disclaims any obligation, to update any forward-looking statements to reflect occurrences or unanticipated events or circumstances after the date of such statements.

GENERAL

Heritage Commerce Corp (the "Company") is registered with the Board of Governors of the Federal Reserve System ("FRB") as a Bank Holding Company under the Bank Holding Company Act ("BHCA"). The Company was organized in 1997 to be the holding company for Heritage Bank of Commerce. Subsequent to 1997, the Company became the holding company for Heritage Bank East Bay ("HBEB"), Heritage Bank South Valley ("HBSV"), and Bank of Los Altos ("BLA"). On January 1, 2003, HBEB, HBSV, and BLA were merged into Heritage Bank of Commerce ("HBC").

The Company's only other direct subsidiaries are Heritage Capital Trust I (formed 2000), Heritage Statutory Trust I (formed 2000), Heritage Statutory Trust II (formed 2001) and Heritage Statutory Trust III (formed 2002) (collectively, "Subsidiary Trusts"), which were formed solely to facilitate the issuance of capital trust pass-through securities to enhance regulatory capital and liquidity. Pursuant to FASB Interpretation No. 46, *Consolidation of Variable Interest Entities* (FIN 46), the Subsidiary Trusts are not reflected on a consolidated basis in the financial statements of the Company.

In June 2007, the Company acquired Diablo Valley Bank. The transaction was valued at approximately \$65,400,000, including payments for cancellation of options for Diablo Valley Bank common stock. Diablo Valley Bank shareholders received a per share consideration of \$23.00. Accordingly, the Company paid approximately \$24,000,000 in cash and issued 1,732,298 shares of the Company's common stock in exchange for all outstanding Diablo Valley Bank shares and stock options. Prior to closing, Diablo Valley Bank redeemed all of its outstanding Series A Preferred Stock for an aggregate of approximately \$6,700,000 in cash (including dividend payments). Two members of the Diablo Valley Bank board of directors, John J. Hounslow and Mark E. Lefanowicz joined the Company's Board of Directors and James Mayer, President/Diablo Valley Banking Region, joined the Company as Executive Vice President/East Bay Division.

The Company's principal source of income is dividends from HBC. The expenditures of the Company, including (but not limited to) the payment of dividends to shareholders, if and when declared by the Board of Directors, the cost of servicing debt, legal fees, audit fees, and shareholder costs will generally be paid from dividends paid to the Company by HBC.

At December 31, 2007, the Company had consolidated assets of \$1.35 billion, deposits of \$1.06 billion and shareholders' equity of \$165 million. The Company's liabilities include \$24 million in debt obligations due to the Subsidiary Trusts related to capital trust pass-through securities issued by those entities.

The Internet address of the Company's website is "<http://www.heritagecommercecorp.com>." The Company makes available free of charge through the Company's website, the Company's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports. The Company makes these reports available on its website on the same day they appear on the SEC's website.

References herein to the "Company" include the Company and its consolidated subsidiary, unless the context indicates otherwise.

Heritage Bank of Commerce

Heritage Bank of Commerce (“HBC”) is a California state-chartered bank headquartered in San Jose, California. It was incorporated in November 1993 and opened for business in January 1994. HBC is a multi-community independent bank that offers a full range of banking services to small to medium sized businesses and their owners, managers and employees residing in Santa Clara, Alameda, San Mateo, and Contra Costa counties in California. We operate eleven full service branch offices throughout this geographic footprint. The locations of HBC’s current offices are:

San Jose:	Administrative Office Main Branch 150 Almaden Boulevard
Los Gatos:	Branch Office 15575 Los Gatos Boulevard
Fremont:	Branch Office 3077 Stevenson Boulevard
Danville:	Branch Office 310 Hartz Avenue
Morgan Hill:	Branch Office 18625 Sutter Boulevard
Gilroy:	Branch Office 7598 Monterey Street
Los Altos:	Branch Office 369 S. San Antonio Road
Los Altos:	Branch Office 4546 El Camino Real
Mountain View:	Branch Office 175 E. El Camino Real
Pleasanton:	Branch Office 300 Main Street
Walnut Creek:	Branch Office 101 Ygnacio Valley Road Ste #100

HBC’s gross loan balances at the end of 2007 totaled \$1.04 billion. HBC’s lending activities are diversified and include commercial, real estate, construction loans, and consumer loans. HBC’s commercial loans are made for working capital, financing the purchase of equipment or for other business purposes. Such loans include loans with maturities ranging from thirty days to one year and “term loans,” with maturities normally ranging from one to five years. Short-term business loans are generally intended to finance current transactions and typically provide for periodic principal payments, with interest payable monthly. Term loans normally provide for floating or fixed interest rates, with monthly payments of both principal and interest. HBC’s commercial loans are centered in locally-oriented commercial activities in markets where HBC has a physical presence through its branch offices and loan production offices.

HBC’s real estate term loans consist primarily of loans made based on the borrower’s cash flow and are secured by deeds of trust on commercial and residential property to provide a secondary source of repayment. HBC generally restricts real estate term loans to no more than 80% of the property’s appraised value or the purchase price of the property, depending on the type of property and its utilization. HBC offers both fixed and floating rate loans. Maturities on such loans are generally restricted to between five and ten years (with amortization ranging from fifteen to thirty years and a balloon payment due at maturity).

HBC’s real estate land and construction loans are primarily short term interim loans to finance the construction of commercial and single family residential properties. HBC utilizes underwriting guidelines to assess the likelihood of repayment from sources such as sale of the property or permanent mortgage financing prior to making the construction loan.

HBC makes consumer loans for the purpose of financing automobiles, various types of consumer goods, and other personal purposes. Additionally, HBC makes home equity lines of credit available to its clientele. Consumer loans generally provide for the monthly payment of principal and interest. Most of HBC’s consumer loans are secured by the personal property being purchased or, in the instances of home equity loans or lines, real property.

We also actively engage in Small Business Administration (“SBA”) lending. We have been designated as an SBA Preferred Lender since 1999 and HBC is a participant in the SBA’s innovative “Community Express” program.

As of December 31, 2007, the percentage of our total loans for each of the principal areas in which we directed our lending activities were as follows: (i) commercial 40% (including SBA loans), (ii) real estate secured loans 35%, (iii) construction loans 21%, and (iv) consumer (including home equity) 4%. While no specific industry concentration is considered significant, our lending operations are located in market areas dependent on technology and real estate industries and their supporting companies.

In addition to loans, we offer a wide range of deposit products for retail and business banking markets including checking accounts, interest-bearing transaction accounts, savings accounts, time deposits and retirement accounts. We attract deposits from throughout our market area with a customer-oriented product mix, competitive pricing, and convenient locations. At December 31, 2007, we had 15,800 deposit accounts totaling approximately \$1.06 billion, including brokered deposits, compared to 13,000 deposit accounts totaling approximately \$847 million as of December 31, 2006.

We offer a variety of other products and services to complement our lending and deposit services. These include cashier’s checks, traveler’s checks, bank-by-mail, ATM, night depository, safe deposit boxes, direct deposit, automated payroll services, electronic funds transfers, on-line banking, and other customary banking services. We currently operate ATMs at six different locations. In addition, we have established a convenient customer service group accessible by toll-free telephone to answer questions and promote a high level of customer service. HBC does not have a trust department.

Correspondent Banks

Correspondent bank deposit accounts are maintained to enable the Company to transact types of activity that it would otherwise be unable to perform or would not be cost effective due to the size of the Company or volume of activity. The Company has utilized several correspondent banks to process a variety of transactions.

COMPETITION

The banking and financial services business in California generally, and in the Company’s market areas specifically, is highly competitive. The industry continues to consolidate and unregulated competitors have entered banking markets with products targeted at highly profitable customer segments. Many larger unregulated competitors are able to compete across geographic boundaries, and provide customers with meaningful alternatives to most significant banking services and products. These consolidation trends are likely to continue. The increasingly competitive environment is a result primarily of changes in regulation, changes in technology and product delivery systems, and the consolidation among financial service providers.

With respect to commercial bank competitors, the business is dominated by a relatively small number of major banks that operate a large number of offices within our geographic footprint. For the combined Santa Clara, Alameda and Contra Costa county region, the three counties within which the Company operates, the top three institutions are all multi-billion dollar entities with an aggregate of 159 offices that control a combined 39% of deposit market share based on June 30, 2007 FDIC market share data. HBC ranks thirteenth with 1.59% share of total deposits. These banks have, among other advantages, the ability to finance wide-ranging advertising campaigns and to allocate their resources to regions of highest yield and demand. They can also offer certain services that we do not offer directly but may offer indirectly through correspondent institutions. By virtue of their greater total capitalization, these banks also have substantially higher lending limits than we do.

In addition to other large regional banks and local community banks, our competitors include savings institutions, securities and brokerage companies, mortgage companies, credit unions, finance companies and money market funds. In recent years, we have also witnessed increased competition from specialized companies that offer wholesale finance, credit card, and other consumer finance services, as well as services that circumvent the banking system by facilitating payments via the internet, wireless devices, prepaid cards, or other means. Technological innovations have lowered traditional barriers of entry and enabled many of these companies to compete in financial services markets. Such innovation has, for example, made it possible for non-depository institutions to offer customers automated transfer payment services that previously were considered traditional banking products. In addition, many customers now expect a choice of delivery channels, including telephone, mail, personal computer, ATMs, self-service branches, and/or in-store branches. Competitors offering such products include traditional banks and savings associations, credit unions, brokerage firms, asset management groups, finance and insurance companies, internet-based companies, and mortgage banking firms.

Strong competition for deposits and loans among financial institutions and non-banks alike affects interest rates and other terms on which financial products are offered to customers. Mergers between financial institutions have placed additional pressure on other banks within the industry to remain competitive by streamlining operations, reducing expenses, and increasing revenues. Competition has also intensified due to federal and state interstate banking laws enacted in the mid-1990’s, which permit banking organizations to expand into other states. The relatively large and expanding California market has been particularly attractive to out-of-state institutions. The Financial Modernization Act, effective March 11, 2000 (see “- Regulation and Supervision – Financial Modernization Act”), has made it possible for full affiliations to occur between banks and securities firms, insurance companies, and other financial companies, and has also intensified competitive conditions.

In order to compete with the other financial service providers, the Company principally relies upon community-oriented, personalized service, local promotional activities, personal relationships established by officers, directors, and employees with its customers, and specialized services tailored to meet its customers' needs. In those instances where the Company is unable to accommodate a customer's needs, the Company seeks to arrange for such loans on a participation basis with other financial institutions or to have those services provided in whole or in part by its correspondent banks. See Item 1 - "BUSINESS - Supervision and Regulation."

SUPERVISION AND REGULATION

Introduction

Banking is a complex, highly regulated industry. The primary goals of the regulatory scheme are to maintain a safe and sound banking system, protect depositors and the Federal Deposit Insurance Corporation's insurance fund, and facilitate the conduct of sound monetary policy. In furtherance of these goals, Congress and the states have created several largely autonomous regulatory agencies and enacted numerous laws that govern banks, bank holding companies and the financial services industry. Consequently, the growth and earnings performance of the Company and HBC can be affected not only by management decisions and general economic conditions, but also by the requirements of applicable state and federal statutes, regulations and the policies of various governmental regulatory authorities, including the Board of Governors of the Federal Reserve System, ("FRB"), and the California Department of Financial Institutions, ("DFI").

The system of supervision and regulation applicable to financial services businesses governs most aspects of the business of the Company and HBC, including: (i) the scope of permissible business; (ii) investments; (iii) reserves that must be maintained against deposits; (iv) capital levels that must be maintained; (v) the nature and amount of collateral that may be taken to secure loans; (vi) the establishment of new branches; (vii) mergers and consolidations with other financial institutions; and (viii) the payment of dividends.

From time to time laws or regulations are enacted which have the effect of increasing the cost of doing business, limiting or expanding the scope of permissible activities, or changing the competitive balance between banks and other financial and non-financial institutions. Proposals to change the laws and regulations governing the operations of banks and bank holding companies are frequently made in Congress, in the California legislature and by various bank and other regulatory agencies. Future changes in the laws, regulations or policies that impact the Company and HBC cannot necessarily be predicted, but they may have a material effect on the business and earnings of the Company and HBC.

The Company

General. The Company's stock is traded on the NASDAQ Global Select Market, and as such the Company is subject to the rules and regulations of The NASDAQ Stock Market, including those related to corporate governance. The Company is also subject to the periodic reporting requirements of Section 13 of the Securities Exchange Act of 1934 (the "Exchange Act") which requires the Company to file annual, quarterly and other current reports with the Securities and Exchange Commission (the "SEC"). The Company is subject to additional regulations including, but not limited to, the proxy and tender offer rules promulgated by the SEC under Sections 13 and 14 of the Exchange Act; the reporting requirements of directors, executive officers and principal shareholders regarding transactions in the Company's common stock and short-swing profits rules promulgated by the SEC under Section 16 of the Exchange Act; and certain additional reporting requirements by principal shareholders of the Company promulgated by the SEC under Section 13 of the Exchange Act. As a publicly traded company which had more than \$75 million in public float as of June 30, 2007, the Company is classified as an "accelerated filer." In addition to accelerated time frames for filing SEC periodic reports, this also means that the Company is subject to the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 regarding documenting, testing, and attesting to internal controls over financial reporting.

As a bank holding company, the Company is registered under the Bank Holding Company Act of 1956, as amended, or the BHCA, and is subject to regulation by the FRB. Under the BHCA, the Company is subject to periodic examination by the FRB. The Company is also required to file periodic reports of its operations and any additional information regarding its activities and those of its subsidiaries, as may be required by the FRB.

The Company is also a bank holding company within the meaning of Section 3700 of the California Financial Code. Consequently, the Company and HBC are subject to examination by, and may be required to file reports with, the DFI. Regulations have not yet been proposed or adopted or steps otherwise taken to implement the DFI's powers under this statute.

Bank Holding Company Liquidity. The Company is a legal entity, separate and distinct from HBC. The Company has the ability to raise capital on its own behalf or borrow from external sources. The Company may also obtain additional funds from dividends paid by, and fees charged for services provided to, HBC. However, regulatory constraints on HBC may restrict or totally preclude the payment of dividends by HBC to the Company.

The Company is entitled to receive dividends, when and as declared by HBC's Board of Directors. Those dividends may come from funds legally available for those dividends, as specified and limited by the California Financial Code. Under the California Financial Code, funds available for cash dividends by a California-chartered bank are restricted to the lesser of: (i) the bank's retained earnings; or (ii) the bank's net income for its last three fiscal years (less any distributions to shareholders made during such period). With the prior approval of the DFI, cash dividends may also be paid out of the greater of: (a) the bank's retained earnings; (b) net income for the bank's last preceding fiscal year; or (c) net income of the bank's current fiscal year.

If the DFI determines that the shareholders' equity of the bank paying the dividend is not adequate or that the payment of the dividend would be unsafe or unsound for the bank, the DFI may order the bank not to pay the dividend. Since HBC is an FDIC insured institution, it is also possible, depending upon its financial condition and other factors, that the FDIC could assert that the payment of dividends or other payments might, under some circumstances, constitute an unsafe or unsound practice and thereby prohibit such payments.

The Federal Reserve Board has a policy that bank holding companies must serve as a source of financial and managerial strength to their subsidiary banks. It is the Federal Reserve Bank's position that bank holding companies should stand ready to use their available resources to provide adequate capital to their subsidiary banks during periods of financial stress or adversity. Bank holding companies should also maintain the financial flexibility and capital-raising capacity to obtain additional resources for assisting their subsidiary bank.

Transactions with Affiliates. The Company and any subsidiaries it may purchase or organize are deemed to be affiliates of HBC within the meaning of Sections 23A and 23B of the Federal Reserve Act and the FRB's Regulation W. Under Sections 23A and 23B and Regulation W, loans by HBC to affiliates, investments by them in affiliates' stock, and taking affiliates' stock as collateral for loans to any borrower is limited to 10% of HBC's capital, in the case of any one affiliate, and is limited to 20% of HBC's capital, in the case of all affiliates. In addition, transactions between HBC and other affiliates must be on terms and conditions that are consistent with safe and sound banking practices; in particular, a bank and its subsidiaries generally may not purchase from an affiliate a low-quality asset, as defined in the Federal Reserve Act. These restrictions also prevent a bank holding company and its other affiliates from borrowing from a banking subsidiary of the bank holding company, unless the loans are secured by marketable collateral of designated amounts. The Company and HBC are also subject to certain restrictions with respect to engaging in the underwriting, public sale and distribution of securities.

Limitations on Business and Investment Activities. Under the BHCA, a bank holding company must obtain the FRB's approval before: (i) directly or indirectly acquiring more than 5% ownership or control of any voting shares of another bank or bank holding company; (ii) acquiring all or substantially all of the assets of another bank; (iii) or merging or consolidating with another bank holding company.

Bank holding companies may own subsidiaries engaged in certain businesses that the FRB has determined to be "so closely related to banking as to be a proper incident thereto." The Company, therefore, is permitted to engage in a variety of banking-related businesses. Some of the activities that the FRB has determined, pursuant to its Regulation Y, to be related to banking are: (i) making or acquiring loans or other extensions of credit for its own account or for the account of others; (ii) servicing loans and other extensions of credit; (iii) performing functions or activities that may be performed by a trust company in the manner authorized by federal or state law under certain circumstances; (iv) leasing personal and real property or acting as agent, broker, or adviser in leasing such property in accordance with various restrictions imposed by FRB regulations; (v) acting as investment or financial advisor; (vi) providing management consulting advice under certain circumstances; (vii) providing support services, including courier services and printing and selling MICR-encoded items; (viii) acting as a principal, agent, or broker for insurance under certain circumstances; (ix) making equity and debt investments in corporations or projects designed primarily to promote community welfare or jobs for residents; (x) providing financial, banking, or economic data processing and data transmission services; (xi) owning, controlling, or operating a savings association under certain circumstances; (xii) selling money orders, travelers' checks and U.S. Savings Bonds; (xiii) providing securities brokerage services, related securities credit activities pursuant to Regulation T, and other incidental activities; and (xiv) underwriting dealing in obligations of the U.S., general obligations of states and their political subdivisions, and other obligations authorized for state member banks under federal law.

Federal law prohibits a bank holding company and any subsidiary banks from engaging in certain tie-in arrangements in connection with the extension of credit. Thus, for example, HBC may not extend credit, lease or sell property, or furnish any services, or fix or vary the consideration for any of the foregoing on the condition that: (i) the customer must obtain or provide some additional credit, property or services from or to HBC other than a loan, discount, deposit or trust services; (ii) the customer must obtain or provide some additional credit, property or service from or to the Company or any subsidiaries; or (iii) the customer must not obtain some other credit, property or services from competitors, except reasonable requirements to assure soundness of credit extended.

The FRB also possesses enforcement powers over bank holding companies and their non-bank subsidiaries to prevent or remedy actions that represent unsafe or unsound practices or violations of applicable statutes and regulations.

Interstate Banking and Branching. The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 (the "Interstate Banking Act") regulates the interstate activities of banks and bank holding companies and establishes a framework for nationwide interstate banking and branching. Since June 1, 1997, a bank has generally been permitted to merge with a bank in another state without the need to obtain explicit state law authorization. However, states were given the ability to prohibit interstate mergers with banks in their own state by "opting-out" (enacting state legislation applying equality to all out-of-state banks prohibiting such mergers) prior to June 1, 1997.

Since 1995, adequately capitalized and managed bank holding companies have been permitted to acquire banks located in any state, subject to two exceptions: first, any state may still prohibit bank holding companies from acquiring a bank which is less than five years old; and second, no interstate acquisition can be consummated by a bank holding companies if the acquirer would control more than 10% of the deposits held by insured depository institutions nationwide or 30% percent or more of the deposits held by insured depository institutions in any state in which the target bank has branches. A bank may establish and operate de novo branches in any state in which the bank does not already maintain a branch if that state has enacted legislation to expressly permit all out-of-state banks to establish branches in that state.

In 1995 California enacted legislation to implement important provisions of the Interstate Banking Act discussed above and to repeal California's previous interstate banking laws, which were largely preempted by the Interstate Banking Act.

The changes effected by Interstate Banking Act and California laws have increased competition in the environment in which the Company operates to the extent that out-of-state financial institutions directly or indirectly enter the Company's market areas. It appears that the Interstate Banking Act has contributed to accelerated consolidation within the banking industry.

Capital Adequacy. Bank holding companies must maintain minimum levels of capital under the FRB's risk-based capital adequacy guidelines. If capital falls below minimum guideline levels, a bank holding company, among other things, may be denied approval to acquire or establish additional banks or non-bank businesses.

The FRB's risk-based capital adequacy guidelines, discussed in more detail below in the section entitled "SUPERVISION AND REGULATION — Heritage Bank of Commerce — Regulatory Capital Guidelines," assign various risk percentages to different categories of assets, and capital is measured as a percentage of risk assets. Under the terms of the guidelines, bank holding companies are expected to meet capital adequacy guidelines based both on total risk assets and on total assets, without regard to risk weights.

The risk-based guidelines are minimum requirements. Higher capital levels will be required if warranted by the particular circumstances or risk profiles of individual organizations. For example, the FRB's capital guidelines contemplate that additional capital may be required to take adequate account of, among other things, interest rate risk, or the risks posed by concentrations of credit, nontraditional activities or securities trading activities. Moreover, any banking organization experiencing or anticipating significant growth or expansion into new activities, particularly under the expanded powers under the Gramm-Leach-Bliley Act, would be expected to maintain capital ratios, including tangible capital positions, well above the minimum levels.

Limitations on Dividend Payments. The California General Corporation Law prohibits the Company from paying dividends on the common stock unless: (i) its retained earnings, immediately prior to the dividend payment, equals or exceeds the amount of the dividend or (ii) immediately after giving effect to the dividend the sum of the Company's assets (exclusive of goodwill and deferred charges) would be at least equal to 125% of its liabilities (not including deferred taxes, deferred income and other deferred liabilities) and the current assets of the Company would be at least equal to its current liabilities, or, if the average of its earnings before taxes on income and before interest expense for the two preceding fiscal years was less than the average of its interest expense for the two preceding fiscal years, at least equal to 125% of its current liabilities. Additionally, the FRB's policy regarding dividends provides that a bank holding company should not pay cash dividends exceeding its net income or which can only be funded in ways that weaken the bank holding company's financial health, such as by borrowing.

The Gramm-Leach-Bliley Act of 1999. On November 12, 1999, the Gramm-Leach-Bliley Act of 1999 (the "Financial Services Modernization Act") was signed into law. The Financial Services Modernization Act is intended to modernize the banking industry by removing barriers to affiliation among banks, insurance companies, the securities industry and other financial service providers. It provides financial organizations with the flexibility to structure such affiliations through a holding company structure or through a financial subsidiary of a bank, subject to certain limitations. The Financial Services Modernization Act establishes a new type of bank holding company, known as a financial holding company, that may engage in an expanded list of activities that are "financial in nature," which include securities and insurance brokerage, securities underwriting, insurance underwriting and merchant banking.

The Company currently meets all the requirements for financial holding company status. However, the Company does not expect to elect financial holding company status unless and until it intends to engage in any of the expanded activities under the Financial Services Modernization Act which require such status. Unless and until it elects such status, the Company will only be permitted to engage in non-banking activities that were permissible for bank holding companies as of the date of the enactment of the Financial Services Modernization Act.

The Financial Services Modernization Act also sets forth a system of functional regulation that makes the FRB the "umbrella supervisor" for holding companies, while providing for the supervision of the holding company's subsidiaries by other federal and state agencies. A bank holding company may not become a financial holding company if any of its subsidiary financial institutions are not well-capitalized or well-managed. Further, each bank subsidiary of the holding company must have received at least a satisfactory Community Reinvestment Financial Services Modernization Act (CRA) rating. The Financial Services Modernization Act also expands the types of financial activities a national bank may conduct through a financial subsidiary, addresses state regulation of insurance, generally prohibits unitary thrift holding companies organized after May 4, 1999 from participating in new financial activities, provides privacy protection for nonpublic customer information of financial institutions, modernizes the Federal Home Loan Bank system and makes miscellaneous regulatory improvements. The FRB and the Secretary of the Treasury must coordinate their supervision regarding approval of new financial activities to be conducted through a financial holding company or through a financial subsidiary of a bank. While the provisions of the Financial Services Modernization Act regarding activities that may be conducted through a financial subsidiary directly apply only to national banks, those provisions indirectly apply to state-chartered banks.

In addition, HBC is subject to other provisions of the Financial Services Modernization Act, including those relating to CRA, privacy and safe-guarding confidential customer information, regardless of whether the Company elects to become a financial holding company or to conduct activities through a financial subsidiary of HBC.

The Company and HBC do not believe that the Financial Services Modernization Act has had thus far, or will have in the near term, a material adverse effect on their operations. However, to the extent that it permits banks, securities firms, and insurance companies to affiliate, the financial services industry may experience further consolidation. The Financial Services Modernization Act is intended to grant to community banks certain powers as a matter of right that larger institutions have accumulated on an ad hoc basis. Nevertheless, this act may have the result of increasing the amount of competition that the Company and HBC face from larger institutions and other types of companies offering financial products, many of which may have substantially more financial resources than the Company and HBC.

The Sarbanes-Oxley Act of 2002. The Sarbanes-Oxley Act of 2002 (“SOX”), became effective on July 30, 2002, and represents the most far reaching corporate and accounting reform legislation since the enactment of the Securities Act of 1933 and the Exchange Act of 1934. SOX is intended to provide a permanent framework that improves the quality of independent audits and accounting services, improves the quality of financial reporting, strengthens the independence of accounting firms and increases the responsibility of management for corporate disclosures and financial statements.

SOX’s provisions are significant to all companies that have a class of securities registered under Section 12 of the Exchange Act, or are otherwise reporting to the SEC (or the appropriate federal banking agency) pursuant to Section 15(d) of the Exchange Act, including the Company (collectively, “public companies”). In addition to SEC rulemaking to implement SOX, The NASDAQ Stock Market has adopted corporate governance rules intended to allow shareholders to more easily and effectively monitor the performance of companies and directors. The principal provisions of SOX provide for and include, among other things: (i) the creation of an independent accounting oversight board; (ii) auditor independence provisions that restrict non-audit services that accountants may provide to their audit clients; (iii) additional corporate governance and responsibility measures, including the requirement that the chief executive officer and chief financial officer of a public company certify financial statements; (iv) the forfeiture of bonuses or other incentive-based compensation and profits from the sale of an issuer’s securities by the chief executive officer and the chief financial officer in the twelve month period following initial publication of any financial statements that later require restatement due to material noncompliance of financial accounting reporting requirements as a result of misconduct; (v) an increase in the oversight of, and enhancement of certain requirements relating to, audit committees of public companies and how they interact with the Company’s independent auditors; (vi) requirements that audit committee members must be independent and are barred from accepting consulting, advisory or other compensatory fees from the issuer; (vii) requirements that companies disclose whether at least one member of the audit committee is a “financial expert” (as such term is defined by the SEC) and if not, discuss why the audit committee does not have a financial expert; (viii) expanded disclosure requirements for corporate insiders, including accelerated reporting of stock transactions by insiders and a prohibition on insider trading during pension blackout periods; (ix) a prohibition on personal loans to directors and officers, except certain loans made by insured financial institutions on non-preferential terms and in compliance with other bank regulatory requirements; (x) disclosure of a code of ethics and filing a Form 8-K for a change or waiver of such code; (xi) a range of enhanced penalties for fraud and other violations; and (xii) expanded disclosure and certification relating to an issuer’s disclosure controls and procedures and internal controls over financial reporting.

The Company has incurred, and expects to continue to incur, significant time and expense in connection with its compliance with Section 404 of SOX, which requires management to undertake an annual assessment of the adequacy and effectiveness of the Company’s internal control over financial reporting and requires the Company’s auditors to express an opinion on the effectiveness of internal control over financial reporting.

Heritage Bank of Commerce

General. HBC, as a California-chartered bank which is a member of the Federal Reserve System, is subject to regulation, supervision, and regular examination by the DFI and the FRB. HBC’s deposits are insured by the FDIC up to the maximum extent provided by law. The regulations of these agencies govern most aspects of HBC’s business and establish a comprehensive framework governing its operations. California law exempts all banks from usury limitations on interest rates.

The earnings and growth of the Bank are largely dependent on its ability to maintain a favorable differential or “spread” between the yield on its interest-earning assets and the rates paid on its deposits and other interest-bearing liabilities. As a result, the Bank’s performance is influenced by general economic conditions, both domestic and foreign, the monetary and fiscal policies of the federal government, and the policies of the regulatory agencies, particularly the Federal Reserve Board. The Federal Reserve Board implements national monetary policies (such as seeking to curb inflation and combat recession) by means of open-market operations in United States Government securities, adjusting the required level of reserves for financial institutions subject to its reserve requirements, and varying the discount rate applicable to borrowings by banks that are members of the Federal Reserve System. The actions of the Federal Reserve Board in these areas influence the growth of bank loans, investments and deposits and also affect interest rates on loans and deposits. The nature and impact of any future changes in monetary policies cannot be predicted.

Regulatory Capital Guidelines. The federal banking agencies have established minimum capital standards known as risk-based capital guidelines. These guidelines are intended to provide a measure of capital that reflects the degree of risk associated with a bank’s operations. The risk-based capital guidelines include both a definition of capital and a framework for calculating the amount of capital that must be maintained against a bank’s assets and off-balance sheet items. The amount of capital required to be maintained is based upon the credit risks associated with the various types of a bank’s assets and off-balance sheet items. A bank’s assets and off-balance sheet items are classified under several risk categories, with each category assigned a particular risk weighting from 0% to 100%. The following table sets forth the regulatory capital guidelines and the actual capitalization levels for HBC and the Company as of December 31, 2007:

	<u>Adequately Capitalized</u>	<u>Well Capitalized</u>	<u>HBC</u>	<u>Company (consolidated)</u>
	(greater than or equal to)			
Total risk-based capital	8.00%	10.00%	11.76%	12.52%
Tier 1 risk-based capital ratio	4.00%	6.00%	10.74%	11.50%
Tier 1 leverage capital ratio	4.00%	5.00%	10.37%	11.05%

As of December 31, 2007, management believes that the Company's capital levels met all minimum regulatory requirements and that HBC was considered "well capitalized" under the regulatory framework for prompt corrective action.

To enhance regulatory capital and to provide liquidity, the Company, through unconsolidated subsidiary grantor trusts, issued \$23.7 million of trust preferred securities. These securities are currently included in our Tier I capital for purposes of determining the Company's Tier I and total risk-based capital ratios. The FRB has promulgated a modification of the capital regulations affecting trust preferred securities. Under this modification, effective March 31, 2009, the Company will be required to use a more restrictive formula to determine the amount of trust preferred securities that can be included in regulatory Tier I capital. At that time, the Company will be allowed to include in Tier I capital an amount of trust preferred securities equal to no more than 25% of the sum of all core capital elements, which is generally defined as shareholders' equity, less accumulated other comprehensive income and goodwill and other intangible assets, net of any related deferred income tax liability. The regulations currently in effect through December 31, 2008, limit the amount of trust preferred securities that can be included in Tier I capital to 25% of the sum of core capital elements without a deduction for goodwill. Management has determined that the Company's Tier I capital ratios would remain above the "well-capitalized" level had the modification of the capital regulations been in effect at December 31, 2007. Management expects that the Company's Tier I capital ratios will be at or above the existing well capitalized levels on March 31, 2009, the first date on which the modified capital regulations must be applied.

Prompt Corrective Action. The federal banking agencies possess broad powers to take prompt corrective action to resolve the problems of insured banks. Each federal banking agency has issued regulations defining five capital categories: "well capitalized," "adequately capitalized," "undercapitalized," "significantly undercapitalized," and "critically undercapitalized." Under the regulations, a bank shall be deemed to be:

- "well capitalized" if it has a total risk-based capital ratio of 10.0% or more, has a Tier 1 risk-based capital ratio of 6.0% or more, has a leverage capital ratio of 5.0% or more, and is not subject to specified requirements to meet and maintain a specific capital level for any capital measure;
- "adequately capitalized" if it has a total risk-based capital ratio of 8.0% or more, a Tier 1 risk-based capital ratio of 4.0% or more, and a leverage capital ratio of 4.0% or more (3.0% under certain circumstances) and does not meet the definition of "well capitalized";
- "undercapitalized" if it has a total risk-based capital ratio that is less than 8.0%, a Tier 1 risk-based capital ratio that is less than 4.0%, or a leverage capital ratio that is less than 4.0% (3.0% under certain circumstances);
- "significantly undercapitalized" if it has a total risk-based capital ratio that is less than 6.0%, a Tier 1 risk-based capital ratio that is less than 3.0% or a leverage capital ratio that is less than 3.0%; and
- "critically undercapitalized" if it has a ratio of tangible equity to total assets that is equal to or less than 2.0%.

Banks are prohibited from paying dividends or management fees to controlling persons or entities if, after making the payment the bank would be "undercapitalized," that is, the bank fails to meet the required minimum level for any relevant capital measure. Asset growth and branching restrictions apply to "undercapitalized" banks. Banks classified as "undercapitalized" are required to submit acceptable capital plans guaranteed by its holding company, if any. Broad regulatory authority was granted with respect to "significantly undercapitalized" banks, including forced mergers, growth restrictions, ordering new elections for directors, forcing divestiture by its holding company, if any, requiring management changes, and prohibiting the payment of bonuses to senior management. Even more severe restrictions are applicable to "critically undercapitalized" banks, those with capital at or less than 2%. Restrictions for these banks include the appointment of a receiver or conservator. All of the federal banking agencies have promulgated substantially similar regulations to implement this system of prompt corrective action.

A bank, based upon its capital levels, that is classified as "well capitalized," "adequately capitalized" or "undercapitalized" may be treated as though it were in the next lower capital category if the appropriate federal banking agency, after notice and opportunity for a hearing, determines that an unsafe or unsound condition, or an unsafe or unsound practice, warrants such treatment. At each successive lower capital category, an insured bank is subject to more restrictions. The federal banking agencies, however, may not treat an institution as "critically undercapitalized" unless its capital ratios actually warrant such treatment.

In addition to measures taken under the prompt corrective action provisions, insured banks may be subject to potential enforcement actions by the federal banking agencies for unsafe or unsound practices in conducting their businesses or for violations of any law, rule, regulation or any condition imposed in writing by the agency or any written agreement with the agency. Enforcement actions may include the imposition of a conservator or receiver, the issuance of a cease-and-desist order that can be judicially enforced, the termination of insurance of deposits (in the case of a depository institution), the imposition of civil money penalties, the issuance of directives to increase capital, the issuance of formal and informal agreements, the issuance of removal and prohibition orders against institution-affiliated parties. The enforcement of such actions through injunctions or restraining orders may be based upon a judicial determination that the agency would be harmed if such equitable relief was not granted.

The DFI, as the primary regulator for state-chartered banks, also has a broad range of enforcement measures, from cease and desist powers and the imposition of monetary penalties to the ability to take possession of a bank, including causing its liquidation.

Safety and Soundness Standards. The federal banking agencies have also adopted guidelines establishing safety and soundness standards for all insured depository institutions. Those guidelines relate to internal controls, information systems, internal audit systems, loan underwriting and documentation, compensation and interest rate exposure. In general, the standards are designated to assist the federal banking agencies in identifying and addressing problems at insured depository institutions before capital becomes impaired. In an institution fails to meet these standards, the appropriate federal banking agency may require the institution to submit a compliance plan and institute enforcement proceedings if an acceptable compliance plan is not submitted.

FDIC Insurance and Insurance Assessments. Banks and thrifts have historically paid varying amounts of premiums for federal deposit insurance depending upon a risk-based system which evaluated the institution’s regulatory and capital adequacy ratings. The FDIC operated two separate insurance funds, the Bank Insurance Fund (“BIF”) and the Savings Association Insurance Fund (“SAIF”).

As a result of the Federal Deposit Insurance Reform Act of 2005 (the “FDI Reform Act”) and regulations adopted by the FDIC effective as of November 2, 2006: (i) the BIF and the SAIF have been merged into the Deposit Insurance Fund (the “DIF”); (ii) the \$100,000 insurance level has been indexed to reflect inflation (the first adjustment for inflation will be effective January 1, 2011 and thereafter adjustments will occur every 5 years); (iii) deposit insurance coverage for retirement accounts has been increased to \$250,000, and will also be subject to adjustment every five years; (iv) banks that historically have capitalized the BIF are entitled to a one-time credit which can be used to off-set premiums otherwise due (this addresses the fact that institutions that have grown rapidly have not had to pay deposit premiums); (v) a cap on the level of the DIF has been imposed and dividends will be paid when the DIF grows beyond a specified threshold; and (vi) the previous risk-based system for assessing premiums has been revised.

Prior to January 1, 2007, the FDIC utilized a risk-based assessment system to set semi-annual insurance premium assessments which categorized banks into risk categories based on two criteria, (1) three capital levels and (2) three supervisory ratings, creating a nine-cell matrix for risk-based assessments. The new assessment system consolidates the previous nine risk categories into four and names them Risk Categories I, II, III and IV. The four new categories will continue to be defined based upon supervisory and capital evaluations. In practice, the subgroup evaluations will generally be based on an institution’s composite CAMELS rating assigned to it by the institution’s federal supervisor at the end of its examination. The CAMELS rating system is based upon an evaluation of the five critical elements of an institution’s operations: Capital adequacy, Asset quality, Management, Earnings, Liquidity, and Sensitivity to risk. This rating system is designed to take into account and reflect all significant financial and operational factors financial institution examiners assess in their evaluation of an institution’s performance. The consolidation creates four new Risk Categories as shown in following table:

Capital Group	Supervisory Subgroup		
	A	B	C
1. Well Capitalized	I		
2. Adequately Capitalized	II		III
3. Undercapitalized	III		IV

Within Risk Category I, the new assessment system combines supervisory ratings with other risk measures to differentiate risk. For most institutions, the new assessment system combines CAMELS component ratings with financial ratios to determine an institution’s assessment rate. For large institutions that have long-term debt issuer ratings, the new assessment system differentiates risk by combining CAMELS component ratings with those ratings. For large institutions within Risk Category I, initial assessment rate determinations may be modified within limits upon review of additional relevant information. The new assessment system assesses those within Risk Category I that pose the least risk a minimum assessment rate and those that pose the greatest risk a maximum assessment rate that is two basis points higher. An institution that poses an intermediate risk within Risk Category I will be charged a rate between the minimum and maximum that will vary incrementally by institution.

Effective January 1, 2007, the actual assessment rates under this new assessment system are summarized below, expressed in terms of cents per \$100 in insured deposits:

Risk Category				
I*				
Minimum	Maximum	II	III	IV
5	7	10	28	43

* Rates for institutions that do not pay the minimum or maximum rate vary between these rates.

The FDIC may terminate its insurance of deposits if it finds that HBC has engaged in unsafe and unsound practices, is in an unsafe or unsound condition to continue operations, or has violated any applicable law, regulation, rule, order or condition imposed by the FDIC.

Money Laundering and Currency Controls. Various federal statutory and regulatory provisions are designed to enhance record-keeping and reporting of currency and foreign transactions. Pursuant to the Bank Secrecy Act, financial institutions must report high levels of currency transactions or face the imposition of civil monetary penalties for reporting violations. The Money Laundering Control Act imposes sanctions, including revocation of federal deposit insurance, for institutions convicted of money laundering.

The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 (“IMLAFATA”), a part of the Patriot Act, authorizes the Secretary of the Treasury, in consultation with the heads of other government agencies, to adopt special measures applicable to banks and other financial institutions to enhance record-keeping and reporting requirements for certain financial transactions that are of primary money laundering concern. Among its other provisions, IMLAFATA requires each financial institution to: (i) establish an anti-money laundering program; (ii) establish due diligence policies, procedures and controls with respect to its private banking accounts and correspondent banking accounts involving individuals and certain foreign banks; and (iii) avoid establishing, maintaining, administering, or managing correspondent accounts in the United States for, or on behalf of, a foreign bank that does not have a physical presence in any country. In addition, IMLAFATA contains a provision encouraging cooperation among financial institutions, regulatory authorities and law enforcement authorities with respect to individuals, entities and organizations engaged in, or reasonably suspected of engaging in, terrorist acts or money laundering activities.

The Treasury Department’s regulations implementing IMLAFATA mandate that federally-insured banks and other financial institutions establish customer identification programs designed to verify the identity of persons opening new accounts, maintain the records used for verification, and determine whether the person appears on any list of known or suspected terrorists or terrorist organizations.

Community Reinvestment Act (“CRA”). The CRA is intended to encourage insured depository institutions, while operating safely and soundly, to help meet the credit needs of their communities. The CRA specifically directs the federal bank regulatory agencies, in examining insured depository institutions, to assess their record of helping to meet the credit needs of their entire community, including low-and moderate-income neighborhoods, consistent with safe and sound banking practices. The CRA further requires the agencies to take a financial institution’s record of meeting its community credit needs into account when evaluating applications for, among other things, domestic branches, consummating mergers or acquisitions, or holding company formations.

The federal banking agencies have adopted regulations which measure a bank’s compliance with its CRA obligations on a performance-based evaluation system. This system bases CRA ratings on an institution’s actual lending service and investment performance rather than the extent to which the institution conducts needs assessments, documents community outreach or complies with other procedural requirements. The ratings range from “outstanding” to a low of “substantial noncompliance.” HBC had a CRA rating of “satisfactory” as of its most recent regulatory examination.

Other Consumer Protection Laws and Regulations. The bank regulatory agencies are increasingly focusing attention on compliance with consumer protection laws and regulations. Banks have been advised to carefully monitor compliance with various consumer protection laws and regulations. The federal Interagency Task Force on Fair Lending issued a policy statement on discrimination in home mortgage lending describing three methods that federal agencies will use to prove discrimination: overt evidence of discrimination, evidence of disparate treatment, and evidence of disparate impact. In addition to CRA and fair lending requirements, HBC is subject to numerous other federal consumer protection statutes and regulations. Due to heightened regulatory concern related to compliance with consumer protection laws and regulations generally, HBC may incur additional compliance costs or be required to expend additional funds for investments in the local communities it serves.

Environmental Regulation. Federal, state and local laws and regulations regarding the discharge of harmful materials into the environment may have an impact on HBC. Since HBC is not involved in any business that manufactures, uses or transports chemicals, waste, pollutants or toxins that might have a material adverse effect on the environment, HBC’s primary exposure to environmental laws is through its lending activities and through properties or businesses HBC may own, lease or acquire. Based on a general survey of HBC’s loan portfolio, conversations with local appraisers and the type of lending currently and historically done by HBC, management is not aware of any potential liability for hazardous waste contamination that would be reasonably likely to have a material adverse effect on the Company as of December 31, 2007.

Safeguarding of Customer Information and Privacy. The FRB and other bank regulatory agencies have adopted guidelines for safeguarding confidential, personal customer information. These guidelines require financial institutions to create, implement and maintain a comprehensive written information security program designed to ensure the security and confidentiality of customer information, protect against any anticipated threats or hazards to the security or integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer. HBC has adopted a customer information security program to comply with such requirements.

Financial institutions are also required to implement policies and procedures regarding the disclosure of nonpublic personal information about consumers to non-affiliated third parties. In general, financial institutions must provide explanations to consumers on policies and procedures regarding the disclosure of such nonpublic personal information, and, except as otherwise required by law, prohibits disclosing such information except as provided in HBC's policies and procedures. HBC has implemented privacy policies addressing these restrictions which are distributed regularly to all existing and new customers of HBC.

USA Patriot Act of 2001. On October 26, 2001, President Bush signed the USA Patriot Act of 2001 (the "Patriot Act"). Enacted in response to the terrorist attacks in New York, Pennsylvania and Washington, D.C. on September 11, 2001, the Patriot Act is intended to strengthen the ability of U.S. law enforcement agencies and intelligence communities to work cohesively to combat terrorism on a variety of fronts. The impact of the Patriot Act on financial institutions of all kinds has been significant and wide ranging. The Patriot Act substantially enhanced existing anti-money laundering and financial transparency laws, and required appropriate regulatory authorities to adopt rules to promote cooperation among financial institutions, regulators, and law enforcement entities in identifying parties that may be involved in terrorism or money laundering. Under the Patriot Act, financial institutions are subject to prohibitions regarding specified financial transactions and account relationships, as well as enhanced due diligence and "know your customer" standards in their dealings with foreign financial institutions and foreign customers. For example, the enhanced due diligence policies, procedures, and controls generally require financial institutions to take reasonable steps:

- to conduct enhanced scrutiny of account relationships to guard against money laundering and report any suspicious transactions;
- to ascertain the identity of the nominal and beneficial owners of, and the source of funds deposited into, each account as needed to guard against money laundering and report any suspicious transactions;
- to ascertain for any foreign bank, the shares of which are not publicly traded, the identity of the owners of the foreign bank, and the nature and extent of the ownership interest of each such owner; and
- to ascertain whether any foreign bank provides correspondent accounts to other foreign banks and, if so, the identity of those foreign banks and related due diligence information.

The Patriot Act also requires all financial institutions to establish anti money laundering programs, which must include, at minimum:

- the development of internal policies, procedures, and controls;
- the designation of a compliance officer;
- an ongoing employee training program; and
- an independent audit function to test the programs.

HBC has incorporated the requirements of the Patriot Act into its operating procedures, and while these requirements have resulted in an additional time burden the financial impact on HBC is difficult to quantify.

Other Aspects of Banking Law. HBC is also subject to federal statutory and regulatory provisions covering, among other things, security procedures, insider and affiliated party transactions, management interlocks, electronic funds transfers, funds availability, and truth-in-savings.

Other Pending and Proposed Legislation

Other legislative and regulatory initiatives which could affect the Company, HBC and the banking industry in general are pending, and additional initiatives may be proposed or introduced before the United States Congress, the California legislature and other governmental bodies in the future. Such proposals, if enacted, may further alter the structure, regulation and competitive relationship among financial institutions, and may subject the Company or HBC to increased regulation, disclosure and reporting requirements. In addition, the various banking regulatory agencies often adopt new rules and regulations to implement and enforce existing legislation. It cannot be predicted whether, or in what form, any such legislation or regulations may be enacted or the extent to which the business of the Company or HBC would be affected.

EMPLOYEES

At December 31, 2007, the Company had 225 full-time equivalent employees. The Company's employees are not represented by any union or collective bargaining agreement and the Company believes its employee relations are satisfactory.

ITEM 1A – RISK FACTORS

In addition to the other information in this Annual Report on Form 10-K, shareholders or prospective investors should carefully consider the following risk factors:

Our profitability is dependent upon the economic conditions of the markets in which we operate. We operate primarily in Santa Clara County, Contra Costa County and Alameda County and, as a result, our financial condition, results of operations and cash flows are subject to changes in the economic conditions in those areas. Our success depends upon the business activity, population, income levels, deposits and real estate activity in these markets. Although our customers' business and financial interests may extend well beyond these market areas, adverse economic conditions that affect these market areas could reduce our growth rate, affect the ability of our customers to repay their loans to us and generally affect our financial condition and results of operations. While no specific industry concentration is considered significant, our lending operations are located in market areas dependent on technology and real estate industries and their supporting companies. Thus, the Company's borrowers could be adversely impacted by a downturn in these sectors of the economy which could reduce the demand for loans and adversely impact the borrower's ability to repay their loans. Because of our geographic concentration, we are less able than other regional or national financial institutions to diversify our credit risks across multiple markets.

Our growth must be effectively managed and our growth strategy involves risks that may impact our net income. As part of our general growth strategy, we may expand into additional communities or attempt to strengthen our position in our current markets to take advantage of expanding market share by opening new offices. To the extent that we undertake additional office openings, we are likely to experience the effects of higher operating expenses relative to operating income from the new operations for a period of time, which may have an adverse effect on our levels of reported net income, return on average equity and return on average assets. Our current growth strategies involve internal growth from our current offices and the addition of new branch offices over time, so that the additional overhead expenses associated with these openings is absorbed prior to opening other new offices.

We must compete with other banks and financial institutions in all lines of business. The banking and financial services business in our market is highly competitive. Our competitors include large regional banks, local community banks, savings institutions, securities and brokerage companies, mortgage companies, insurance companies, finance companies, money market mutual funds, credit unions and other non-bank financial service providers. Many of these competitors are not subject to the same regulatory restrictions we are and are able to provide customers with an alternative to traditional banking services. In addition, there is an increased importance on remaining current on technological changes because such technological advances may diminish the importance of depository institutions and financial intermediaries in the transfer of funds between parties. Increased competition in our market and market changes, such as interest rate changes, force management to better control costs in order to absorb any resultant narrowing of our net interest margin, i.e., the spread between the interest rates earned on investments and loans and the interest rates paid on deposits and other interest-bearing liabilities. Without effective management and cost controls, net income may be adversely impacted by changing conditions and competition.

Interest rates and other conditions impact our results of operations. The earnings of most financial institutions depend largely on the relationship between the cost of funds, primarily deposits and borrowings, and the yield on earning assets such as loans and investment securities. This relationship, known as the interest rate spread, is subject to fluctuation and is affected by economic, regulatory and competitive factors that influence interest rates, the volume and mix of interest-earning assets and interest-bearing liabilities, and the level of non-performing assets. Many of these factors are beyond our control. Fluctuations in interest rates affect the demand of customers for our products and services, and we are subject to interest rate risk to the degree that our interest-bearing liabilities re-price or mature more slowly or more rapidly or on a different basis than our interest-earning assets. Given the current volume, mix, and re-pricing characteristics of our interest-bearing liabilities and interest-earning assets, our interest rate spread is expected to increase slightly in a rising rate environment, and decrease slightly in a declining interest rate scenario. However, there are scenarios where fluctuations in interest rates in either direction could have a negative effect on net income. For example, if funding rates rise faster than asset yields in a rising rate environment (i.e., if basis compression occurs), or if we do not actively manage certain loan index rates in a declining rate environment, we would be negatively impacted.

We must effectively manage our credit risk. There are risks inherent in making any loan, including risks inherent in dealing with individual borrowers, risks of nonpayment, risks resulting from uncertainties as to the future value of collateral and risks resulting from changes in economic and industry conditions. We attempt to minimize our credit risk through prudent loan application approval procedures, careful monitoring of the concentration of our loans within specific industries and periodic independent reviews of outstanding loans by external parties. However, we cannot assure such approval and monitoring procedures will eliminate these credit risks.

Our allowance for loan losses must be managed to provide a sufficient amount to absorb probable incurred losses in our loan portfolio. We maintain our allowance for loan losses at a level considered adequate by management to absorb probable incurred loan losses. The amount of future loan losses is susceptible to changes in economic, operating and other conditions within our market, which may be beyond our control, and such losses may exceed current estimates. At December 31, 2007, our allowance for loan losses as a percentage of total loans was 1.18%. Although management believes that the allowance for loan losses is adequate to absorb probable incurred losses on existing loans, we cannot predict loan losses with certainty, and we cannot assure that our allowance for loan losses will prove sufficient to cover actual loan losses in the future. Loan losses in excess of our allowance may adversely affect our business, financial condition and results of operations. Additional information regarding our allowance for loan losses and the methodology we use to determine an appropriate level of the allowance is located in the "Management's Discussion and Analysis of Financial Condition and Operations" section included under Item 7 of Part II of this Form 10-K.

Government regulation can result in limitations on our operations. We operate in a highly regulated environment and are subject to supervision and regulation by a number of governmental regulatory agencies, including the Board of Governors of the Federal Reserve System, the California Department of Financial Institutions and the Federal Deposit Insurance Corporation. Regulations adopted by these agencies, which are generally intended to provide protection for depositors and customers rather than for the benefit of shareholders, govern a comprehensive range of matters relating to ownership and control of our shares, our acquisition of other companies and businesses, permissible activities for us to engage in, maintenance of adequate capital levels and other aspects of our operations. These bank regulators possess broad authority to prevent or remedy unsafe or unsound practices or violations of law. The laws and regulations applicable to the banking industry could change at any time and we cannot predict the effects of these changes on our business and profitability. Increased regulation could increase our cost of compliance and adversely affect profitability.

Technology is continually changing and we must effectively implement new technologies. The financial services industry is undergoing rapid technological changes with frequent introductions of new technology-driven products and services. In addition to better serving customers, the effective use of technology increases efficiency and enables us to reduce costs. Our future success will depend in part upon our ability to address the needs of our customers by using technology to provide products and services that will satisfy customer demands for convenience as well as to create additional efficiencies in our operations as we continue to grow and expand our market areas. In order to anticipate and develop new technology, we employ a qualified staff of internal information system specialists and consider this area a core part of our business. We do not develop our own software products, but have been able to respond to technological changes in a timely manner through association with leading technology vendors. We must continue to make substantial investments in technology which may affect our net income.

System failure or breaches of our network security could subject us to increased operating costs as well as litigation and other liabilities. The computer systems and network infrastructure we use could be vulnerable to unforeseen problems. Our operations are dependent upon our ability to protect our computer equipment against damage from physical theft, fire, power loss, telecommunications failure or a similar catastrophic event, as well as from security breaches, denial of service attacks, viruses, worms and other disruptive problems caused by hackers. Any damage or failure that causes an interruption in our operations could have a material adverse effect on our financial condition and results of operations. Computer break-ins and other disruptions could also jeopardize the security of information stored in and transmitted through our computer systems and network infrastructure, which may result in significant liability to us and may cause existing and potential customers to refrain from doing business with us. On an outsourced basis, we engage auditors to conduct extensive auditing and testing for any weaknesses in our systems, controls, firewalls and encryption to reduce the likelihood of any security failures or breaches. Although we, with the help of third-party service providers and auditors, intend to continue to implement security technology and establish operational procedures to prevent such damage, there can be no assurance that these security measures will be successful. In addition, advances in computer capabilities, new discoveries in the field of cryptography or other developments could result in a compromise or breach of the algorithms we and our third-party service providers use to encrypt and protect customer transaction data. A failure of such security measures could have a material adverse effect on our financial condition and results of operations.

Our loan portfolio has a large concentration of real estate loans, which involve risks specific to real estate value. Real estate lending (including commercial and construction) is a large portion of our loan portfolio; however, it is within recently established regulatory guidelines based on a percentage of Tier 2 Capital. These categories constitute \$621 million, or approximately 60% of our total loan portfolio as of December 31, 2007. The market value of real estate can fluctuate significantly in a short period of time as a result of market conditions in the geographic area in which the real estate is located. Although a significant portion of such loans is secured by real estate as a secondary form of collateral, adverse developments affecting real estate values in one or more of our markets could increase the credit risk associated with our loan portfolio. Commercial and residential properties have recently experienced a decrease in market value. Commercial real estate lending typically involves larger loan principal amounts and the repayment of the loans generally is dependent, in large part, on sufficient income from the properties securing the loans to cover operating expenses and debt service. Economic events or governmental regulations outside of the control of the borrower or lender could negatively impact the future cash flow and market values of the affected properties. If the loans that are collateralized by real estate become troubled during a time when market conditions are declining or have declined, we may not be able to realize the amount of security that we anticipated at the time of originating the loan, which could cause us to increase our provision for loan losses and adversely affect our operating results and financial condition.

Our construction and development loans are based upon estimates of costs and value associated with the complete project. These estimates may be inaccurate and we may be exposed to more losses on these projects than on other loans. At December 31, 2007, residential construction loans, including land acquisition and development, totaled \$216 million or 21%, of our total loan portfolio. Of the \$216 million, \$157 million was construction loans comprised of \$92 million residential and \$65 million commercial. The other \$59 million of construction loans represent land loans consisting of \$46 million residential and \$13 million commercial. Construction, land acquisition and development lending involve additional risks because funds are advanced upon the security of the project, which is of uncertain value prior to its completion. Because of the uncertainties inherent in estimating construction costs, as well as the market value of the completed project and the effects of governmental regulation on real property, it is relatively difficult to evaluate accurately the total funds required to complete a project and the related loan-to-value ratio. This process has become more difficult as commercial and residential properties have recently experienced decreases in market value. As a result, speculative construction loans often involve the disbursement of substantial funds with repayment dependent, in part, on the completion of the project and the ability of the borrower to sell the property, rather than the ability of the borrower or guarantor to repay principal and interest. If our appraisal of the value of the completed project proves to be overstated, we may have inadequate security for the repayment of the loan upon completion of construction of the project. If we are forced to foreclose on a project prior to or at completion due to a default, there can be no assurance that we will be able to recover all of the unpaid balance of, and accrued interest on, the loan as well as related foreclosure and holding costs. In addition, we may be required to fund additional amounts to complete the project and may have to hold the property for an unspecified period of time.

Acquisition risks. We have in the past and may in the future seek to grow our business by acquiring other businesses. We cannot predict the frequency, size or timing of our acquisitions, and we typically do not comment publicly on a possible acquisition until we have signed a definitive agreement. There can be no assurance that our acquisitions will have the anticipated positive results, including results related to: the total cost of integration; the time required to complete the integration; the amount of longer-term cost savings; continued growth; or the overall performance of the acquired company or combined entity. Integration of an acquired business can be complex and costly. If we are not able to integrate successfully past or future acquisitions, there is a risk that results of operations could be adversely affected.

Impairment of goodwill or amortizable intangible assets associated with acquisitions would result in a charge to earnings. Goodwill is evaluated for impairment at least annually, and amortizable intangible assets are evaluated for impairment annually or when events or circumstances indicate that the carrying value of those assets may not be recoverable. We may be required to record a charge to the earnings during the period in which any impairment of goodwill or intangibles is determined.

ITEM 1B – UNRESOLVED STAFF COMMENTS

None

ITEM 2 – PROPERTIES

The main and executive offices of the Company and Heritage Bank of Commerce are located at 150 Almaden Boulevard in San Jose, California 95113, with branch offices located at 15575 Los Gatos Boulevard in Los Gatos, California 95032, at 387 Diablo Road in Danville, California 94526, at 3077 Stevenson Boulevard in Fremont, California 94538, at 300 Main Street in Pleasanton, California 94566, at 101 Ygnacio Valley Road in Walnut Creek, California 94596, at 18625 Sutter Boulevard in Morgan Hill, California 95037, at 7598 Monterey Street in Gilroy, California 95020, at 4546 El Camino Real in Los Altos, California 94022, at 369 S. San Antonio Road in Los Altos, California 94022, and at 175 E. El Camino Real in Mountain View, California 94040.

Main Offices

The main offices of Heritage Bank of Commerce are located at 150 Almaden Boulevard in San Jose, California on the first three floors in a fifteen-story Class-A type office building. The first two floors, which consist of approximately 22,417 square feet, were subleased from a non-affiliated third party under a lease dated February 12, 1996, as amended. The third floor, which consists of approximately 12,824 square feet, was acquired directly under a lease dated April 13, 2000, as amended. The current monthly rent payment for the third floor is \$28,726 and is subject to annual increases of 3% until August 1, 2009, when the monthly rent payment will become fixed at \$53,861 until the lease expires on May 31, 2015. The current monthly rent payment for the first two floors is \$42,592 until the sublease expires on February 28, 2010; however, after the sublease expires, the first two floors will become part of the direct lease for the third floor, subject to all of the terms and conditions therein, except that the monthly rent will be based on the then prevailing market rate to be determined no later than January 15, 2010. The Company has reserved the right to extend the term of the direct lease for two additional periods of five years each.

In January of 1997, the Company leased approximately 1,255 square feet (referred to as the “Kiosk”) located next to the primary operating area at 150 Almaden Boulevard in San Jose, California to be used for meetings, staff training and marketing events. The current monthly rent payment is \$2,811 and is subject to annual increases of 3% until August 1, 2009 when the monthly rent payment will then become fixed at \$5,271 until the lease expires on May 31, 2015. The Company has reserved the right to extend the term of the lease for two additional periods of five years each.

Branch Offices

In March of 1999, the Company leased approximately 7,260 square feet in a one-story multi-tenant office building located at 18625 Sutter Boulevard in Morgan Hill, California. The current monthly rent payment is \$11,944 and is subject to adjustment every 36 months, based on the Consumer Price Index of the Labor of Statistics as defined in the lease agreement, until the lease expires on October 31, 2014.

In October of 2000, as part of a merger the Company assumed a lease for approximately 7,889 square feet in a two-story multi-tenant shopping center located at 4546 El Camino Real in Los Altos, California. In October of 2001, the lease was amended to return 795 square feet, leaving 7,094 square feet remaining under the lease. The current monthly rent payment is \$16,550 until the lease expires on September 30, 2008.

In October of 2000, as part of a merger the Company assumed a lease for approximately 3,471 square feet in a one-story stand-alone office building located at 369 S. San Antonio Road in Los Altos, California. The current monthly rent payment is \$17,291 until the lease expires on September 30, 2008. The Company has reserved the right to extend the term of the lease for two additional periods of five years each.

In December of 2003, the Company leased approximately 1,920 square feet in a one-story stand-alone building located in an office complex at 15575 Los Gatos Boulevard in Los Gatos, California. The current monthly rent payment is \$4,930 until the lease expires on November 30, 2008. The Company has reserved the right to extend the term of the lease for two additional periods of five years each.

In May of 2006, the Company leased approximately 2,505 square feet on the first floor in a three-story multi-tenant multi-use building located at 7598 Monterey Street in Gilroy, California. The current monthly rent payment is \$4,509 and is subject to annual increases of 2% until the lease expires on September 30, 2016. However, as provided for in the lease, the monthly rent payment has been waived until January of 2009 in exchange for a tenant improvement allowance equal to the amount that would have been paid during the free rent period. The Company has reserved the right to extend the term of the lease for two additional periods of five years each.

In April of 2007, the Company leased approximately 3,850 square feet in a four-story multi-tenant office building located at 101 Ygnacio Valley Road in Walnut Creek, California. The current monthly rent payment is \$12,705 and is subject to annual increases of 3% until the lease expires on August 15, 2014. The Company has reserved the right to extend the term of the lease for an additional five years.

In June of 2007, as part of the acquisition of Diablo Valley Bank the Company took ownership of an 8,300 square foot one-story commercial building, including the land, located at 387 Diablo Road in Danville, California. The Company also assumed a lease for approximately 4,096 square feet in a stand-alone office building located at 300 Main Street in Pleasanton, California. The current monthly rent payment is \$14,983 and is subject to annual increases of 3% until the lease expires on October 31, 2010. The Company has reserved the right to extend the term of the lease for one additional period of seven years.

In August of 2007, the Company extended its lease for approximately 6,590 square feet in a stand-alone office building located at 3077 Stevenson Boulevard in Fremont, California. The current monthly rent payment is \$13,180 and is subject to annual increases of 3% until the lease expires on February 28, 2013. The Company has reserved the right to extend the term of the lease for one additional period of five years.

In February 2008, the Company extended its lease for approximately 4,840 square feet in a multi-tenant shopping center located at 175 E. El Camino Real in Mountain View, California. The current monthly rent payment is \$13,986 and is subject to annual increases based on the Consumer Price Index of the Bureau of Labor Statistics as defined in the lease agreement. The lease expires on May 30, 2013; however, the Company has reserved the right to extend the term of the lease for one additional period of five years.

Loan Production Offices

In October of 2007, the Company lease approximately 250 square feet of office space for a loan production office located at 740 Fourth Street in Santa Rosa, California 95404. The current monthly rent payment is \$1,250 until the lease expires on October 7, 2008.

In November of 2007, the Company lease approximately 243 square feet of office space for a loan production office located at 1440 Broadway in Oakland, California 94612. The current monthly rent payment is \$535 until the lease expires on November 18, 2008.

In January of 2008, the Company extended its lease for approximately 225 square feet of office space for a loan production office located at 8788 Elk Grove Boulevard in Elk Grove, California 95624. The current monthly rent payment for this space is \$702 until the lease expires on January 31, 2009. The Company has reserved the right to extend the term of the lease for one additional period of one year.

In February of 2008, the Company renewed its lease for a loan production office located at 264 Clovis Avenue in Clovis, California 93612. The lease covers approximately 140 square feet of office space and expires on March 31, 2009. The current monthly rent payment for this space is \$500.

For additional information on operating leases and rent expense, refer to Footnote 11 to the Consolidated Financial Statements following "Item 15 – Exhibits and Financial Statement Schedules."

ITEM 3 - LEGAL PROCEEDINGS

The Company is involved in certain legal actions arising from normal business activities. Management, based upon the advice of legal counsel, believes the ultimate resolution of all pending legal actions will not have a material effect on the financial statements of the Company.

ITEM 4 - SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There was no submission of matters to a vote of security holders during the fourth quarter of the year ended December 31, 2007.

PART II

ITEM 5 - MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

The Company's common stock is listed on the NASDAQ Global Select Market under the symbol "HTBK." Management is aware of the following securities dealers which make a market in the Company's common stock: Citigroup Global Markets Holdings Inc., Keefe, Brunette & Woods, Inc., Knight Equity Markets, L.P., Merrill Lynch, Morgan Stanley & Company, Inc., RBC Dain Rauscher Inc., UBS Capital Markets, Goldman Sachs & Co., Citadel Derivatives Markets, Howe Barnes Hoefler & Arnett, and E-Trade Capital Markets. These market makers have committed to make a market for the Company's common stock, although they may discontinue making a market at any time. No assurance can be given that an active trading market will be sustained for the common stock at any time in the future.

The information in the following table for 2007 and 2006 indicates the high and low closing prices for the common stock, based upon information provided by the NASDAQ Global Select Market.

Quarter	High	Low	Dividends Paid Per Share
<i>Year ended December 31, 2007:</i>			
Fourth quarter	\$ 21.97	\$ 15.45	\$ 0.08
Third quarter	\$ 24.47	\$ 18.55	\$ 0.06
Second quarter	\$ 25.54	\$ 21.72	\$ 0.06
First quarter	\$ 27.34	\$ 24.68	\$ 0.06
<i>Year ended December 31, 2006:</i>			
Fourth quarter	\$ 27.25	\$ 22.61	\$ 0.05
Third quarter	\$ 24.95	\$ 22.55	\$ 0.05
Second quarter	\$ 25.16	\$ 22.30	\$ 0.05
First quarter	\$ 25.00	\$ 21.08	\$ 0.05

As of February 15, 2008, there were approximately 2,500 holders of record of common stock. There are no other classes of common equity outstanding.

Dividends

As a bank holding company that currently has no significant assets other than its equity interest in HBC, the Company's ability to declare dividends depends primarily upon dividends it receives from HBC. HBC's dividend practices in turn depend upon legal restrictions, HBC's earnings, financial position, current and anticipated capital requirements, and other factors deemed relevant by HBC's Board of Directors at that time.

The Company declared a \$0.08 per share quarterly cash dividend on January 30, 2008. The dividend will be paid on March 19, 2008, to shareholders of record on February 27, 2008.

The Company paid cash dividends totaling \$3.25 million, or \$0.26 per share in 2007 representing 23% of 2007 earnings. The Company's general dividend policy is to pay cash dividends within the range of typical peer payout ratios, provided that such payments do not adversely affect the Company's financial condition and are not overly restrictive to our growth capacity. However, no assurance can be given that earnings and/or growth expectations in any given year will justify the payment of such a dividend.

During any period in which the Company has deferred payment of interest otherwise due and payable on its subordinated debt securities, it may not make any dividends or distributions with respect to its capital stock (see "Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations – Capital Resources"). The ability of HBC's Board of Directors to declare cash dividends is also subject to statutory and regulatory restrictions which limit the amount available for cash dividends depending upon the earnings, financial condition and cash needs of HBC, as well as general business conditions. Under California banking law, HBC may declare dividends in an amount not exceeding the lesser of its retained earnings or its net income for the last three years (reduced by dividends paid during such period) or, with the prior approval of the California Commissioner of Financial Institutions, in an amount not exceeding the greatest of (i) the retained earnings of HBC, (ii) the net income of HBC for its last fiscal year, or (iii) the net income of HBC for its current fiscal year. The payment of any cash dividends by HBC will depend not only upon HBC's earnings during a specified period, but also on HBC meeting certain regulatory capital requirements.

The Company's ability to pay dividends is also limited by state corporation law. The California General Corporation Law prohibits the Company from paying dividends on the Common Stock unless: (i) its retained earnings, immediately prior to the dividend payment, equals or exceeds the amount of the dividend or (ii) immediately after giving effect to the dividend the sum of the Company's assets (exclusive of goodwill and deferred charges) would be at least equal to 125% of its liabilities (not including deferred taxes, deferred income and other deferred liabilities) and the current assets of the Company would be at least equal to its current liabilities, or, if the average of its earnings before taxes on income and before interest expense for the two preceding fiscal years was less than the average of its interest expense for the two preceding fiscal years, at least equal to 125% of its current liabilities.

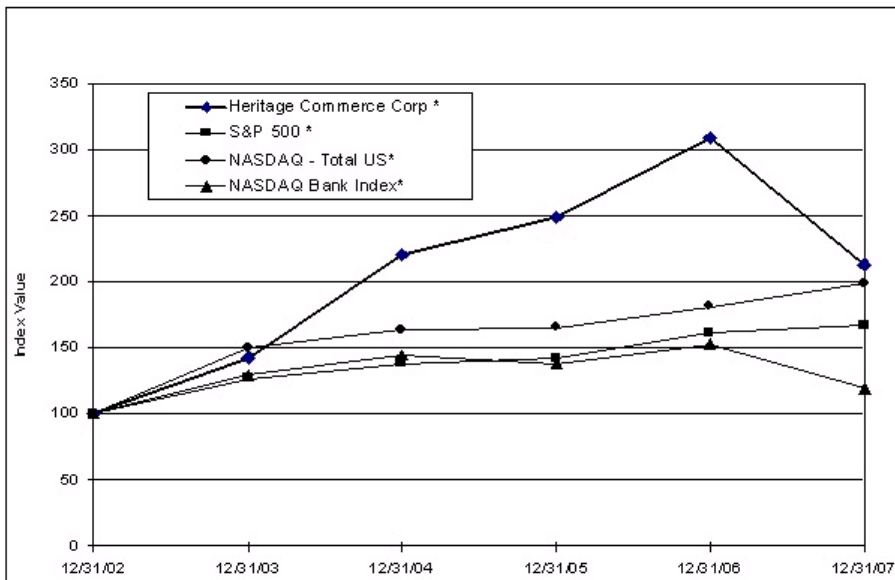
Additionally, the FRB's policy regarding dividends provides that a bank holding company should not pay cash dividends exceeding its net income or which can only be funded in ways that weaken the bank holding company's financial health, such as by borrowing.

The FDIC and the DFI have authority to prohibit a bank from engaging in business practices that are considered to be unsafe or unsound. Depending upon the financial condition of a bank and upon other factors, the FDIC or DFI could assert that payments of dividends or other payments by a bank might be such an unsafe or unsound practice. The FRB has similar authority with respect to a bank holding company.

For regulatory restrictions on payment of dividends by the Company, see Item 1- "BUSINESS - Regulation and Supervision - The Company - Limitations on Dividends Payments."

Performance Graph

The following graph compares the stock performance of the Company from December 31, 2002 to December 31, 2007, to the performance of several specific industry indices. The performance of the S&P 500 index, Nasdaq Stock Index and Nasdaq Bank Stocks were used as comparisons to the Company's stock performance. Management believes that a performance comparison to these indices provides meaningful information and has therefore included those comparisons in the following graph.



The following chart compares the stock performance of the Company from December 31, 2002 to December 31, 2007, to the performance of several specific industry indices. The performance of the S&P 500 index, Nasdaq Stock Index and Nasdaq Bank Stocks were used as comparisons to the Company's stock performance.

<i>Index</i>	<i>Period Ending</i>					
	12/31/02	12/31/03	12/31/04	12/31/05	12/31/06	12/31/07
Heritage Commerce Corp *	100	142	220	249	308	213
S&P 500 *	100	126	138	142	161	167
NASDAQ - Total US*	100	150	163	165	181	199
NASDAQ Bank Index*	100	130	144	138	153	119

* Source: SNL Financial Bank Information Group – (434) 977-1600

Stock Repurchase Program

In July 2007, the Company's Board of Directors authorized the purchase of up to \$30 million of its common stock, which represents approximately 1.48 million shares, or 11%, of its outstanding shares at the current market price on the date of authorization. The share repurchase authorization is valid through July, 2009. The Company intends to continue to finance the repurchase of shares using its available cash. Shares may be repurchased by the Company in open market purchases or in privately negotiated transactions as permitted under applicable rules and regulations. The repurchase program may be modified, suspended or terminated by the Board of Directors at any time without notice. The extent to which the Company repurchases its shares and the timing of such repurchases will depend upon market conditions and other corporate considerations.

The following table provides information concerning the Company's repurchase of its common stock during the fourth quarter of 2007, which were all executed in accordance with SEC Rule 10b-18 in 2007.

	<u>October</u>	<u>November</u>	<u>December</u>
Total Shares Purchased	-	196,216	162,274
Average Per Share Price	\$ -	\$ 16.57	\$ 18.02
Number of Shares as Part of Announced Plan or Program	-	196,216	162,274
Maximum Amount Remaining for Purchase Under Plan or Program	\$ 24,021,440	\$ 20,769,336	\$ 17,844,363

Securities Authorized for Issuance Under Equity Compensation Plan

The information concerning our equity compensation plans is incorporated by reference herein to the section of the proxy statement entitled "Equity Compensation and Plan Information."

ITEM 6 - SELECTED FINANCIAL DATA

The following table presents a summary of selected financial information that should be read in conjunction with the Company's consolidated financial statements and notes thereto included under Item 8 - "FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA."

SELECTED FINANCIAL DATA

AT OR FOR YEAR ENDED DECEMBER 31,

(Dollars in thousands, except per share amounts and ratios)

	2007	2006	2005	2004	2003
INCOME STATEMENT DATA:					
Interest income	\$ 78,712	\$ 72,957	\$ 63,756	\$ 50,685	\$ 46,447
Interest expense	27,012	22,525	15,907	9,648	10,003
Net interest income before provision for loan losses	51,700	50,432	47,849	41,037	36,444
Provision for loan losses	(11)	(503)	313	666	2,900
Net interest income after provision for loan losses	51,711	50,935	47,536	40,371	33,544
Noninterest income	8,052	9,840	9,423	10,544	10,812
Noninterest expense	37,530	34,268	35,233	39,238	33,084
Income before income taxes	22,233	26,507	21,726	11,677	11,272
Income tax expense	8,137	9,237	7,280	3,199	3,496
Net income	\$ 14,096	\$ 17,270	\$ 14,446	\$ 8,478	\$ 7,776
PER SHARE DATA:					
Basic net income ⁽¹⁾	\$ 1.14	\$ 1.47	\$ 1.22	\$ 0.73	\$ 0.69
Diluted net income ⁽²⁾	\$ 1.12	\$ 1.44	\$ 1.19	\$ 0.71	\$ 0.67
Book value ⁽³⁾	\$ 12.90	\$ 10.54	\$ 9.45	\$ 8.45	\$ 7.86
Tangible book value per share	\$ 9.20	\$ 10.54	\$ 9.45	\$ 8.45	\$ 7.86
Weighted average number of shares outstanding - basic	12,398,270	11,725,671	11,795,635	11,559,155	11,221,232
Weighted average number of shares outstanding - diluted	12,536,740	11,956,433	12,107,230	11,986,856	11,572,588
Shares outstanding at period end	12,774,926	11,656,943	11,807,649	11,669,837	11,381,037
BALANCE SHEET DATA:					
Securities	\$ 135,402	\$ 172,298	\$ 198,495	\$ 232,809	\$ 153,473
Net loans	\$ 1,024,247	\$ 699,957	\$ 669,901	\$ 708,611	\$ 636,221
Allowance for loan losses	\$ 12,218	\$ 9,279	\$ 10,224	\$ 12,497	\$ 13,451
Goodwill and other intangible assets	\$ 48,153	\$ -	\$ -	\$ -	\$ -
Total assets	\$ 1,347,472	\$ 1,037,138	\$ 1,130,509	\$ 1,108,173	\$ 1,005,982
Total deposits	\$ 1,064,226	\$ 846,593	\$ 939,759	\$ 918,535	\$ 835,410
Securities sold under agreement to repurchase	\$ 10,900	\$ 21,800	\$ 32,700	\$ 47,800	\$ 43,600
Short-term borrowings	\$ 60,000	\$ -	\$ -	\$ -	\$ -
Notes payable to subsidiary grantor trusts	\$ 23,702	\$ 23,702	\$ 23,702	\$ 23,702	\$ 23,702
Total shareholders' equity	\$ 164,824	\$ 122,820	\$ 111,617	\$ 98,579	\$ 89,485
SELECTED PERFORMANCE RATIOS: ⁽⁴⁾					
Return on average assets	1.18%	1.57%	1.27%	0.80%	0.81%
Return on average tangible assets	1.21%	1.57%	1.27%	0.80%	0.81%
Return on average equity	9.47%	14.62%	13.73%	9.04%	9.04%
Return on average tangible equity	11.43%	14.62%	13.73%	9.04%	9.04%
Net interest margin	4.86%	5.06%	4.58%	4.22%	4.15%
Efficiency ratio	62.81%	56.86%	61.52%	76.07%	70.01%
Average net loans (excludes loans held for sale) as a percentage of average deposits	84.06%	77.61%	73.55%	77.11%	77.21%
Average total shareholders' equity as a percentage of average total assets	12.47%	10.75%	9.25%	8.80%	8.95%
SELECTED ASSET QUALITY RATIOS:					
Net loan charge-offs (recoveries) to average loans	(0.10)%	0.06%	0.28%	0.19%	0.41%
Allowance for loan losses to total loans	1.18%	1.31%	1.51%	1.73%	2.03%
CAPITAL RATIOS:					
Tier 1 risk-based	11.5%	17.3%	14.2%	13.0%	13.3%
Total risk-based	12.5%	18.4%	15.3%	14.3%	14.5%
Leverage	11.1%	13.6%	11.6%	10.9%	11.1%

Notes:

- 1) Represents net income divided by the average number of shares of common stock outstanding for the respective period.
- 2) Represents net income divided by the average number of shares of common stock and common stock-equivalents outstanding for the respective period.
- 3) Represents shareholders' equity divided by the number of shares of common stock outstanding at the end of the period indicated.
- 4) Average balances used in this table and throughout this Annual Report are based on daily averages.

ITEM 7 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Executive Summary

This summary is intended to identify the most important matters on which management focuses when it evaluates the financial condition and performance of the Company. When evaluating financial condition and performance, management looks at certain key metrics and measures. The Company's evaluation includes comparisons with peer group financial institutions and with its own performance objectives established in the internal planning process.

The primary activity of the Company is commercial banking. The Company's operations are located entirely in the southern and eastern regions of the general San Francisco Bay area of California in the counties of Santa Clara, Alameda and Contra Costa. The largest city in this area is San Jose and the Company's market includes the headquarters of a number of technology based companies in the region known commonly as Silicon Valley. The Company's customers are primarily closely held businesses and professionals.

Performance Overview

Net income in 2007 was \$14.1 million, a decrease of \$3.2 million, or 18%, compared to \$17.3 million in 2006. Net income in 2006 was \$2.8 million higher than 2005 net income of \$14.4 million. Net income per diluted share was \$1.12 for 2007, as compared to \$1.44 during 2006 and \$1.19 in 2005. The Company's Return on Average Assets was 1.18% and Return on Average Equity was 9.47% in 2007, as compared to 1.57% and 14.62%, respectively for 2006, and 1.27% and 13.73%, respectively in 2005. The Company's return on average tangible assets and return on average tangible equity were 1.21% and 11.43%, respectively, for 2007, compared to 1.57% and 14.62%, respectively, for 2006, and 1.27% and 13.73%, respectively, for 2005.

The following are major factors impacting the Company's results of operations in recent years:

- Net interest income increased by \$1.3 million, or 3%, in 2007, and by \$3.4 million, or 7%, in 2006. The growth in 2007 was largely driven by an increase in average interest earning assets and the growth in 2006 was largely driven by an increased rate on earning assets.
- Noninterest income decreased by 18% in 2007 from 2006. The Company's changed its strategy regarding its SBA loan business. The Company is now retaining most of its SBA production in lieu of selling loans. The Company's noninterest income declined in 2007 as a result of the change in strategy.
- The efficiency ratio was 62.81% in 2007, compared to 56.86% in 2006 and 61.52% in 2005. The higher efficiency ratio in 2007 reflects the additional senior level bankers and a new SBA team the Company hired during 2007 and costs associated with the acquisition of Diablo Valley Bank.
- Noninterest expense increased to \$37.5 million in 2007, compared to \$34.3 million in 2006 and \$35.2 million in 2005. Charges relative to the Diablo Valley Bank acquisition accounted for \$1.3 million of the increase, including \$352,000 for intangible asset amortization, \$400,000 of consulting agreement expense, \$40,000 of non-compete agreement expense, and compensation expense of \$461,000 for employees who are no longer with the Company. Compensation expense increased 9% in 2007 compared to a year ago. The increase in compensation expense was primarily due to the merger with Diablo Valley Bank, the addition of senior level bankers and hiring of a new SBA team during 2007. Up front costs associated with the hiring of new bankers for the East Bay expansion and SBA team totaled \$970,000 in 2007.
- A credit provision for loan losses of \$11,000 was recorded in 2007, compared to a credit provision of \$503,000 in 2006 and a provision of \$313,000 in 2005. This is the result of a general improvement in credit quality and recoveries in 2007 of loans previously charged off.

The following are important factors in understanding our current financial condition and liquidity position:

- Total assets increased \$310 million, or 30%, to \$1.35 billion at the end of 2007 from \$1.04 billion at the end of 2006. The increase in 2007 was primarily due to the acquisition of Diablo Valley Bank.
- Total loans increased \$327 million, or 46%, to \$1.04 billion at the end of 2007. Total loans were \$709 million at the end of 2006. The increase in 2007 was primarily due to the acquisition of Diablo Valley Bank and the addition of several experienced loan producers hired in the fourth quarter.

- Nonperforming assets remained at nominal levels. Nonperforming assets were \$4.5 million, or 0.34% of total assets, at December 31, 2007, compared to \$4.3 million, or 0.42% of total assets, at December 31, 2006, and \$3.7 million, or 0.32% of total assets, at December 31, 2005. Approximately \$2.4 million of the nonperforming loans at year end of 2007 were acquired in the acquisition of Diablo Valley Bank.
- Total deposits increased \$218 million, or 26%, to \$1.06 billion at the end of 2007 from \$847 million at the end of 2006. The increase in 2007 was primarily due to the acquisition of Diablo Valley Bank.

Deposits

Growth in deposits is an important metric management uses to measure market share. The Company's depositors are predominately located in its primary market area. Depending on loan demand and other funding requirements, the Company will occasionally obtain deposits from wholesale sources including deposit brokers. The Company had \$40 million in brokered deposits at December 31, 2007. The Company also seeks deposits from title insurance companies and real estate exchange facilitators. The Company has a policy to monitor all deposits that may be sensitive to interest rate changes to help assure that liquidity risk does not become excessive due to concentrations. The Company's acquisition of Diablo Valley Bank during 2007 resulted a significant growth in deposits and expanded the Company's market area.

Lending

Our lending business originates primarily through our branch offices located in our primary market. The economy in our primary service area continued to stabilize in 2007. Commercial loans increased from December 31, 2006 due to increased marketing focus and the acquisition of Diablo Valley Bank. Commercial real estate mortgage loans slightly increased from December 31, 2006 primarily due to general improvements in commercial income property markets and the Diablo Valley Bank acquisition. We will continue to use and improve existing products to expand market share at current locations, including our new branch in Walnut Creek, California that opened in 2007.

Net Interest Income

The management of interest income and interest expense is fundamental to the performance of the Company. Net interest income, the difference between interest income and interest expense, is the largest component of the Company's total revenue. Management closely monitors both total net interest income and the net interest margin (net interest income divided by average earning assets).

Because of its focus on commercial lending to closely held businesses, the Company will continue to have a high percentage of floating rate loans and other assets. Given the current volume, mix and repricing characteristics of our interest-bearing liabilities and interest-earning assets, we believe our interest rate spread is expected to increase in a rising rate environment, and decrease in a declining interest rate scenario.

During the fourth quarter of 2007, the Board of Governors of the Federal Reserve System reduced short-term interest rates by 50 basis points. This decrease in short-term rates immediately affected the rates applicable to the majority of the Company's loans. While the decrease in interest rates also lowered the cost of interest bearing deposits, which represent the Company's primary funding source, these deposits tend to reprice more slowly than floating rate loans. The Federal Reserve reduced short-term interest rates by another 125 points in January 2008. Reductions in short-term interest rates can be expected to negatively affect the Company's net interest margin and net interest income, at least in the near term.

The Company, through its asset and liability policies and practices, seeks to maximize net interest income without exposing the Company to an excessive level of interest rate risk. Interest rate risk is managed by monitoring the pricing, maturity and repricing options of all classes of interest bearing assets and liabilities. This is discussed in more detail under *Liquidity and Asset/Liability Management*.

Management of Credit Risk

Because of its focus on business banking, loans to single borrowing entities are often larger than would be found in a more consumer oriented bank with many smaller, more homogenous loans. The average size of its relationships makes the Company more susceptible to larger losses. As a result of this concentration of larger risks, the Company has maintained an allowance for loan losses which is substantially higher than would be indicated by its actual historic loss experience. The Company had a reverse provision for loan losses each of the last two years because of a general improvement in credit quality and net recoveries in 2007 of loans previously charged off. A complete discussion of the management of credit risk appears under *Provision for Loan Losses and Allowance for Loan Losses*.

Noninterest Income

While net interest income remains the largest single component of total revenues, noninterest income is an important component. Prior to the third quarter of 2007, a significant percentage of the Company's noninterest income was associated with its SBA lending activity, as gains on the sale of loans sold in the secondary market and servicing income from loans sold in the secondary market with servicing rights retained. However, beginning in the third quarter of 2007, the Company started retaining new SBA loans in lieu of selling. As a result, the Company's noninterest income declined in 2007 compared to 2006. SBA loan activity includes the origination, sale, and servicing of loans guaranteed by the U.S. Department of Agriculture. Noninterest income associated with SBA activity increased each year from 2003 through 2006.

Noninterest Expense

Management considers the control of operating expenses to be a critical element of the Company's performance. Prior to 2007 the Company had undertaken several initiatives to reduce its noninterest expense and improve its efficiency, including a reduction in staff and the consolidation of operations under the common Heritage Bank brand and restructuring each department. In 2007, however, the Company's efficiency ratio was significantly impacted by the acquisition of Diablo Valley Bank, the hiring of additional experienced bankers and a new SBA team. Management monitors progress in reducing expense through the review of the Company's efficiency ratio. The Company's efficiency ratio was 62.81% in 2007 compared with 56.86% in 2006, and 61.52% in 2005.

In the fourth quarter of 2005, the Company recognized additional expenses of \$1.05 million, representing the present value of term insurance for participants in the Company's Supplemental Executive Retirement Plan, substantially all of whom have split dollar life insurance agreements with the Company. Typically, under the split dollar life insurance agreements, the insureds' beneficiary receives 80% of the excess of the death benefit over the cash surrender value of the policy. This accounting adjustment was undertaken after the Company's review of split dollar life insurance agreements and recognition that the Company has contractually agreed with each participant to provide a benefit. This charge reflected the term insurance cost for all insureds.

Beginning in 2008, the Company will be impacted by the FASB Emerging Issues Task Force Issue No. 06-4, *Accounting for Deferred Compensation and Postretirement Benefit Aspects of Endorsement Split-Dollar Life Insurance Arrangements*. This issue requires that a liability be recorded during the service period when a split-dollar life insurance agreement continues after participants' employment or retirement. With its existing split dollar life insurance agreements, the Company has contractually agreed with each participant to provide life insurance on an ongoing basis. Therefore, the Company would have to obtain term insurance for the remainder of the participant's life, or a comparable death benefit if the respective life insurance policy were ever terminated. The required accrued liability will be based on either the post-employment benefit cost for the continuing life insurance or on the future death benefit depending on the contractual terms of the underlying agreement.

In September 2006, FASB issued Statement 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans – an amendment of FASB Statements No. 87, 88, 106 and 132 (R)*. Adoption of Statement 158 did not affect the Company's financial statements since the Company's supplemental retirement plan has no assets and the liability for benefits is measured as of December 31 and recorded on the Company's balance sheet.

Capital Management and Share Repurchases

Heritage Commerce Corp and Heritage Bank of Commerce meet the regulatory definition of "well capitalized" at December 31, 2007. As part of its asset and liability process, the Company continually assesses its capital position to take into consideration growth, expected earnings, risk profile and potential corporate activities that it may choose to pursue. As a part of this process, the Company determined in the second quarter of 2004 that its capital levels were higher than necessary. To adjust capital to levels consistent with its view of current market conditions, the Company commenced a stock repurchase plan of \$10 million in June 2004. This repurchase program was completed at the end of third quarter of 2005. On February 7, 2006, the Board of Directors authorized the repurchase of up to an additional \$10 million of common stock through June 30, 2007. This repurchase program was completed at the end of second quarter of 2007. On July, 2007, the Board of Directors authorized to purchase up to \$30 million of common stock through July, 2009.

In 2006, the Company initiated the payment of quarterly cash dividends. The Company paid cash dividends totaling \$3.25 million, or \$0.26 per share in 2007, representing 23% of 2007 earnings. The Company's general policy is to pay cash dividends within the range of typical peer payout ratios, provided that such payments do not adversely affect our financial condition and are not overly restrictive to our growth capacity. On January 30, 2008, the Company declared an \$0.08 per share quarterly cash dividend. The dividend will be paid on March 19, 2008, to shareholders of record on February 27, 2008.

Results of Operations

The Company earns income from two primary sources. The first is net interest income, which is interest income generated by earning assets less interest expense on interest-bearing liabilities. The second is non-interest income, which primarily consists of loan servicing fees, customer service charges and fees, and increase in cash surrender value of life insurance. The majority of the Company's non-interest expenses are operating costs that relate to providing a full range of banking services to our customers.

Net Interest Income and Net Interest Margin

In 2007, net interest income was \$51.7 million, an increase of 3% compared to \$50.4 million in 2006. The level of net interest income depends on several factors in combination, including growth in earning assets, yields on earning assets, the cost of interest-bearing liabilities, the relative volumes of earning assets and interest-bearing liabilities, and the mix of products which comprise the Company's earning assets, deposits, and other interest-bearing liabilities. To maintain its net interest margin, the Company must manage the relationship between interest earned and paid.

The following Distribution, Rate and Yield table presents for each of the past three years, the average amounts outstanding for the major categories of the Company's balance sheet, the average interest rates earned or paid thereon, and the resulting net interest margin on average interest earning assets for the periods indicated. Average balances are based on daily averages.

Distribution, Rate and Yield

(Dollars in thousands)	Year Ended December 31,								
	2007			2006			2005		
	Average Balance	Interest Income / Expense	Average Yield / Rate	Average Balance	Interest Income / Expense	Average Yield / Rate	Average Balance	Interest Income / Expense	Average Yield / Rate
Assets:									
Loans, gross ⁽¹⁾	\$ 844,928	\$ 68,405	8.10%	\$ 738,297	\$ 61,859	8.38%	\$ 762,328	\$ 54,643	7.17%
Securities	165,884	7,636	4.60%	191,220	7,796	4.08%	226,043	7,247	3.21%
Interest bearing deposits in other financial institutions	3,132	141	4.50%	2,826	132	4.67%	3,234	97	3.00%
Federal funds sold	49,118	2,530	5.15%	63,739	3,170	4.97%	52,438	1,769	3.37%
Total interest earning assets	1,063,062	78,712	7.40%	996,082	72,957	7.32%	1,044,043	63,756	6.11%
Cash and due from banks	37,435			34,810			38,670		
Premises and equipment, net	6,218			2,482			2,879		
Other assets	87,175			64,904			51,593		
Total assets	<u>\$ 1,193,890</u>			<u>\$ 1,098,278</u>			<u>\$ 1,137,185</u>		
Liabilities and shareholders' equity:									
Deposits:									
Demand, interest bearing	\$ 143,801	\$ 3,154	2.19%	\$ 145,471	\$ 3,220	2.21%	\$ 134,412	\$ 1,749	1.30%
Savings and money market	393,750	12,368	3.14%	358,846	10,274	2.86%	363,570	6,058	1.67%
Time deposits, under \$100	32,196	1,243	3.86%	31,967	1,037	3.24%	37,260	862	2.31%
Time deposits, \$100 and over	119,812	5,151	4.30%	107,387	3,762	3.50%	115,104	2,867	2.49%
Brokered time deposits, \$100 and over	49,846	2,295	4.60%	34,234	1,295	3.78%	35,764	1,313	3.67%
Notes payable to subsidiary grantor trusts	23,702	2,329	9.83%	23,702	2,310	9.75%	23,702	2,136	9.01%
Securities sold under agreement to repurchase	14,529	387	2.66%	25,429	627	2.47%	40,748	922	2.26%
Other short-term borrowings	1,726	85	4.92%	-	-	N/A	-	-	N/A
Total interest bearing liabilities	779,362	27,012	3.47%	727,036	22,525	3.10%	750,560	15,907	2.12%
Demand, noninterest bearing	242,308			229,190			259,881		
Other liabilities	23,385			23,957			21,536		
Total liabilities	1,045,055			980,183			1,031,977		
Shareholders' equity	148,835			118,095			105,208		
Total liabilities and shareholders' equity	<u>\$ 1,193,890</u>			<u>\$ 1,098,278</u>			<u>\$ 1,137,185</u>		
Net interest income / margin		<u>\$ 51,700</u>	4.86%		<u>\$ 50,432</u>	5.06%		<u>\$ 47,849</u>	4.58%

(1) Yields and amounts earned on loans include loan fees and costs. Nonaccrual loans are included in the average balance calculations above.

The Volume and Rate Variances table below sets forth the dollar difference in interest earned and paid for each major category of interest-earning assets and interest-bearing liabilities for the noted periods, and the amount of such change attributable to changes in average balances (volume) or changes in average interest rates. Volume variances are equal to the increase or decrease in the average balance times the prior period rate and rate variances are equal to the increase or decrease in the average rate times the prior period average balance. Variances attributable to both rate and volume changes are equal to the change in rate times the change in average balance and are included below in the average volume column.

Volume and Rate Variances

(Dollars in thousands)	2007 vs. 2006			2006 vs. 2005		
	Increase (Decrease) Due to Change in:			Increase (Decrease) Due to Change in:		
	Average Volume	Average Rate	Net Change	Average Volume	Average Rate	Net Change
Income from the interest earning assets:						
Loans, gross	\$ 8,633	\$ (2,087)	\$ 6,546	\$ (2,024)	\$ 9,240	\$ 7,216
Securities	(1,160)	1,000	(160)	(1,427)	1,976	549
Interest bearing deposits in other financial institutions	14	(5)	9	(19)	54	35
Federal funds sold	(753)	113	(640)	564	837	1,401
Total interest income on interest earning assets	\$ 6,734	\$ (979)	\$ 5,755	\$ (2,906)	\$ 12,107	\$ 9,201
Expense from the interest bearing liabilities:						
Demand, interest bearing	\$ (38)	\$ (28)	\$ (66)	\$ 249	\$ 1,222	\$ 1,471
Savings and money market	1,100	994	2,094	(124)	4,340	4,216
Time deposits, under \$100	9	197	206	(170)	345	175
Time deposits, \$100 and over	533	856	1,389	(267)	1,162	895
Brokered time deposits, \$100 and over	720	280	1,000	(57)	39	(18)
Notes payable to subsidiary grantor trusts	(1)	20	19	-	174	174
Securities sold under agreement to repurchase	(350)	110	(240)	(379)	84	(295)
Other short-term borrowings	85	-	85	-	-	-
Total interest expense on interest bearing liabilities	\$ 2,059	\$ 2,428	\$ 4,487	\$ (748)	\$ 7,366	\$ 6,618
Net interest income	\$ 4,675	\$ (3,407)	\$ 1,268	\$ (2,158)	\$ 4,741	\$ 2,583

Net interest income for 2007 increased \$1.3 million or 3% from 2006. The increase in 2007 was primarily due to growth in the loan portfolio. Average earning assets increased 7% in 2007 from 2006. This increase was primarily attributable to the acquisition of Diablo Valley Bank. The Company's net interest margin, expressed as a percentage of average earning assets, was 4.86% in 2007 compared to 5.06% in 2006, a decrease of 20 basis points. A substantial portion of the Company's earning assets are variable-rate loans that re-price when the Company's prime lending rate is changed, in contrast to a large base of core deposits that are generally slower to re-price. This causes the Company's balance sheet to be asset-sensitive which means that, all else being equal, the Company's net interest margin will be lower during periods when short-term interest rates are falling and higher when rates are rising. Management anticipates that the Company's net interest margin could experience some compression if short-term interest rates continue to fall in 2008.

The net interest margin increased 48 basis points to 5.06% in 2006 from 4.58% in 2005. Net interest income increased \$2.6 million, or 5%, for 2006 to \$50.4 million from \$47.8 million for 2005, primarily due to higher interest rate levels in 2006.

Provision for Loan Losses

Credit risk is inherent in the business of making loans. The Company sets aside an allowance or reserve for loan losses through charges to earnings, which are shown in the income statement as the provision for loan losses. Specifically identifiable and quantifiable losses are immediately charged off against the allowance. The loan loss provision is determined by conducting a monthly evaluation of the adequacy of the Company's allowance for loan losses and charging the shortfall, if any, to the current month's expense. This has the effect of creating variability in the amount and frequency of charges to the Company's earnings. The loan loss provision and level of allowance for each period are dependent upon many factors, including loan growth, net charge-offs, changes in the composition of the loan portfolio, delinquencies, management's assessment of the quality of the loan portfolio, the valuation of problem loans and the general economic conditions in the Company's market area.

For 2007, the Company had a credit provision for loan losses of \$11,000, compared to a credit provision for loan losses of \$0.5 million for 2006 and provision for loan losses of \$0.3 million for 2005. The allowance for loan losses represented 1.18%, 1.31% and 1.51% of total loans at December 31, 2007, 2006 and 2005, respectively. See "Allowance for Loan Losses" on page 34 for additional information.

Noninterest Income

Beginning in the third quarter of 2007, the Company decided to change its strategy regarding its SBA loan business. The Company is now retaining most new SBA production in lieu of selling the loans. Reflecting the strategic shift to retain SBA loan production, gains from sale of loans dropped substantially in 2007.

The following table sets forth the various components of the Company's noninterest income:

Noninterest Income

(Dollars in thousands)	Year Ended December 31,			Increase (decrease) 2007 versus 2006		Increase (decrease) 2006 versus 2005	
	2007	2006	2005	Amount	Percent	Amount	Percent
Gain on sale of SBA loans	\$ 1,766	\$ 3,337	\$ 2,871	\$ (1,571)	-47%	\$ 466	16%
Gain on sale Capital Group loan portfolio	-	671	-	(671)	-100%	671	N/A
Servicing income	2,181	1,860	1,838	321	17%	22	1%
Increase in cash surrender value of life insurance	1,443	1,439	1,236	4	-%	203	16%
Service charges and fees on deposit accounts	1,284	1,335	1,468	(51)	-4%	(133)	-9%
Gain on sale of leased equipment	-	-	299	-	N/A	(299)	-100%
Equipment leasing	-	-	131	-	N/A	(131)	-100%
Other	1,378	1,198	1,580	180	15%	(382)	-24%
Total	\$ 8,052	\$ 9,840	\$ 9,423	\$ (1,788)	-18%	\$ 417	4%

The decrease in noninterest income in 2007 compared to 2006 was primarily attributable to a \$2.2 million decrease in gain on sale of loans. The net gain on sale of SBA loans was \$1.8 million for 2007, compared to \$3.3 million for 2006. The reduction in noninterest income should be offset in future years with higher interest income, as a result of retaining SBA loan production.

For periods the Company sold its SBA loan production, including the first nine months of 2007, gains or losses on SBA loans held for sale were recognized upon completion of the sale, and are based on the difference between the net sales proceeds and the relative fair value of the guaranteed portion of the loan sold compared to the relative fair value of the unguaranteed portion. The servicing assets that resulted from the sale of SBA loans, with servicing rights retained, are amortized over the term of the loans using a method approximating the interest method.

Noninterest Expense

The following table sets forth the various components of the Company's noninterest expense:

Noninterest Expense

(Dollars in thousands)	Year Ended December 31,			Increase (decrease) 2007 versus 2006		Increase (decrease) 2006 versus 2005	
	2007	2006	2005	Amount	Percent	Amount	Percent
	Salaries and employee benefits	\$ 21,160	\$ 19,414	\$ 19,845	\$ 1,746	9%	\$ (431)
Occupancy	3,557	3,110	3,254	447	14%	(144)	-4%
Professional fees	2,342	1,688	1,617	654	39%	71	4%
Advertising and promotion	1,092	1,064	985	28	3%	79	8%
Data processing expense	867	806	661	61	8%	145	22%
Low income housing investment losses and writedowns	828	995	957	(167)	-17%	38	4%
Client services	820	1,000	1,404	(180)	-18%	(404)	-29%
Furniture and equipment	638	517	734	121	23%	(217)	-30%
Intangible asset amortization	352	-	-	352	N/A	-	N/A
Retirement plan expense	274	352	619	(78)	-22%	(267)	-43%
Amortization of leased equipment	-	-	334	-	N/A	(334)	-100%
Other	5,600	5,322	4,823	278	5%	499	10%
Total	\$ 37,530	\$ 34,268	\$ 35,233	\$ 3,262	10%	\$ (965)	-3%

The following table indicates the percentage of noninterest expense in each category:

Noninterest Expense by Category

(Dollars in thousands)	2007		2006		2005	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Total
Salaries and employee benefits	\$ 21,160	56%	\$ 19,414	57%	\$ 19,845	56%
Occupancy	3,557	10%	3,110	9%	3,254	9%
Professional fees	2,342	6%	1,688	5%	1,617	5%
Advertising and promotion	1,092	3%	1,064	3%	985	3%
Data processing expense	867	2%	806	2%	661	2%
Low income housing investment losses and writedowns	828	2%	995	3%	957	3%
Client services	820	2%	1,000	3%	1,404	4%
Furniture and equipment	638	2%	517	1%	734	2%
Intangible asset amortization	352	1%	-	-%	-	-%
Retirement plan expense	274	1%	352	1%	619	2%
Amortization of leased equipment	-	-%	-	-%	334	1%
Other	5,600	15%	5,322	16%	4,823	13%
Total	\$ 37,530	100%	\$ 34,268	100%	\$ 35,233	100%

Noninterest expense increased \$3.3 million, or 10%, in 2007 compared to 2006. Noninterest expense for 2006 decreased \$1.0 million, or 3%, from 2005. The efficiency ratio represents noninterest expense divided by the sum of net interest and noninterest income. The Company's efficiency ratio was 62.81% in 2007, as compared to 56.86% in 2006 and 61.52% in 2005.

The increase in compensation expense was primarily due to the acquisition of Diablo Valley Bank and the Company hiring a number of experienced bankers during 2007. Salary and severance benefits for former Diablo Valley Bank employees totaled \$461,000. Up-front costs associated with the hiring of new bankers for the East Bay expansion and SBA teams totaled \$970,000 in 2007. The increase in occupancy, furniture and equipment was due to opening a new branch office in Walnut Creek during 2007, as well as the addition of the Diablo Valley Bank offices. The increase in professional fees and data processing fees in 2007 were due to the acquisition of Diablo Valley Bank and additional branches and customer accounts after the merger with Diablo Valley Bank. The Company also incurred amortization expense of \$352,000 related to intangible assets from the Diablo Valley Bank acquisition.

Income Tax Expense

The Company computes its provision for income taxes on a monthly basis. As indicated in Note 9 to the Consolidated Financial Statements, the amount of such provision is determined by applying the Company's statutory income tax rates to pre-tax book income as adjusted for permanent differences between pre-tax book income and actual taxable income. These permanent differences include, but are not limited to, tax-exempt interest income, increases in the cash surrender value of life insurance policies, California Enterprise Zone deductions, certain expenses that are not allowed as tax deductions, and tax credits.

The Company's federal and state income tax expense was \$8.1 million in 2007, compared to \$9.2 million and \$7.3 million for 2006 and 2005, respectively. This represents 36.6% of income before taxes in 2007, 34.8% in 2006, and 33.5% in 2005. The effective tax rate is higher in 2007, than in 2006 and 2005, because of adjustments in 2007 resulting from the audit of the Company's California state tax returns by the State of California Franchise Tax Board.

Tax-exempt interest income is generated primarily by the Company's investments in state, county and municipal securities, which provided \$0.2 million in federal tax-exempt income in 2007, 2006 and 2005. Although not reflected in the investment portfolio, the Company also has total investments of \$7.3 million in low-income housing limited partnerships as of December 31, 2007. These investments have generated tax credits for the past few years, with about \$1.1 million in credits available for the 2007 tax year and \$1.0 million in tax credits realized in 2006. The investments are expected to generate an additional \$6.2 million in aggregate tax credits from 2008 through 2016; however, the credits are dependent upon the occupancy level of the housing projects and income of the tenants and cannot be projected with certainty.

Some items of income and expense are recognized in different years for tax purposes than when applying generally accepted accounting principles, leading to timing differences between the Company's actual tax liability and the amount accrued for this liability based on book income. These temporary differences comprise the "deferred" portion of the Company's tax expense, which is accumulated on the Company's books as a deferred tax asset or deferred tax liability until such time as it reverses. At the end of 2007, the Company had a net deferred tax asset of \$10.1 million.

Financial Condition

As of December 31, 2007, total assets were \$1.35 billion, an increase of 30% from \$1.04 billion at year-end 2006. Total securities available-for-sale (at fair value) were \$135 million, a decrease of 22% from \$172 million at year-end 2006. The total loan portfolio (excluding loans held for sale) was \$1.04 billion, an increase of 46% from \$709 million at year-end 2006. Total deposits were \$1.064 billion, an increase of 26% from \$846 million at year-end 2006. Securities sold under agreement to repurchase decreased \$10.9 million, or 50%, to \$10.9 million at December 31, 2007, from \$21.8 million at year-end 2006.

Securities Portfolio

The following table reflects the estimated fair value for each category of securities for the past three years.

Investment Portfolio

(Dollars in thousands)	December 31,		
	2007	2006	2005
Securities available-for-sale (at fair value)			
U.S. Treasury	\$ 4,991	\$ 5,963	\$ 6,920
U.S. Government Agencies	35,803	59,396	82,041
Municipals - Tax Exempt	4,114	8,142	8,268
Mortgage-Backed Securities	83,046	90,186	91,868
Collateralized Mortgage Obligations	7,448	8,611	9,398
Total	<u>\$ 135,402</u>	<u>\$ 172,298</u>	<u>\$ 198,495</u>

Securities classified as U.S. Government Agencies as of December 31, 2007 were issued by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and the Federal Home Loan Bank.

The following table summarizes the maturities and weighted average yields of securities as of December 31, 2007:

(Dollars in thousands)	December 31, 2007									
	Maturity									
	Within One Year		After One and Within Five Years		After Five and Within Ten Years		After Ten Years		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
Securities available-for-sale (at fair value):										
U.S. Treasury	\$ 4,991	4.77%	\$ -	-	\$ -	-	\$ -	-	\$ 4,991	4.77%
U.S. Government Agencies	24,260	4.92%	11,543	4.51%	-	-	-	-	35,803	4.79%
Municipals - non-taxable	3,421	3.04%	693	3.88%	-	-	-	-	4,114	3.18%
Mortgage Backed Securities	-	-	1,743	3.00%	12,497	4.64%	68,806	4.53%	83,046	4.51%
Collateralized Mortgage Obligations	-	-	-	-	5,001	5.50%	2,447	3.16%	7,448	4.73%
Total	<u>\$ 32,672</u>	<u>4.70%</u>	<u>\$ 13,979</u>	<u>4.29%</u>	<u>\$ 17,498</u>	<u>4.89%</u>	<u>\$ 71,253</u>	<u>4.48%</u>	<u>\$ 135,402</u>	<u>4.57%</u>

The investment securities portfolio is the second largest component of the Company's interest earning assets, and the structure and composition of this portfolio is important to any analysis of the financial condition of the Company. The investment portfolio serves the following purposes: (i) it can be readily reduced in size to provide liquidity for loan balance increases or deposit balance decreases; (ii) it provides a source of pledged assets for securing certain deposits and borrowed funds, as may be required by law or by specific agreement with a depositor or lender; (iii) it can be used as an interest rate risk management tool, since it provides a large base of assets, the maturity and interest rate characteristics of which can be changed more readily than the loan portfolio to better match changes in the deposit base and other funding sources of the Company; (iv) it is an alternative interest-earning use of funds when loan demand is weak or when deposits grow more rapidly than loans; and (v) it can enhance the Company's tax position by providing partially tax exempt income.

The Company uses two portfolio classifications for its securities: "Held-to-maturity", and "Available-for-sale". Accounting rules also allow for a trading portfolio classification, but the Company has no securities that would be classified as such. The held-to-maturity portfolio can consist only of securities that the Company has both the intent and ability to hold until maturity, to be sold only in the event of concerns with an issuer's credit worthiness, a change in tax law that eliminates their tax exempt status, or other infrequent situations as permitted by generally accepted accounting principles. Since the Company does not have a trading portfolio, the available-for-sale portfolio is comprised of all securities not included as "held-to-maturity". Even though management currently has the intent and the ability to hold the Company's securities for the foreseeable future, they are all currently classified as available-for-sale to allow flexibility with regard to the active management of the Company's investment portfolio. FASB Statement 115 requires available-for-sale securities to be marked to market with an offset to accumulated other comprehensive income, a component of shareholders' equity. Monthly adjustments are made to reflect changes in the market value of the Company's available-for-sale securities.

The Company's investment portfolio is currently composed primarily of: (i) U.S. Treasury and Agency issues for liquidity and pledging; (ii) mortgage-backed securities, which in many instances can also be used for pledging, and which generally enhance the yield of the portfolio; (iii) state, county and municipal obligations, which provide tax free income and limited pledging potential; and (iv) collateralized mortgage obligations, which generally enhance the yield of the portfolio. The amortized cost of securities pledged as collateral for repurchase agreements, public deposits and for other purposes as required or permitted by law was \$42.2 million and \$53.7 million at December 31, 2007 and 2006, respectively.

Except for obligations of the U.S. government or U.S. government agencies, no securities of a single issuer exceeded 10% of shareholders' equity at December 31, 2007. The Company has not used interest rate swaps or other derivative instruments to hedge fixed rate loans or to otherwise mitigate interest rate risk.

In 2007, the investment portfolio declined by \$37 million, or 21%, and decreased to 10% of total assets at the end of 2007 from 16.6% at the end of 2006. U.S. Treasury and U.S. Government Agency securities decreased to 30% of the portfolio at the end of 2007 from 38% at the end of 2006. The decrease was primarily due to maturities of U.S. Government Agency securities during 2007. Municipal securities also decreased by 49% in 2007, due to maturities. Mortgage-backed securities and collateralized mortgage obligations remained fairly constant in the portfolio in 2007 compared to 2006.

Loans

The Company's loans represent the largest portion of earning assets, substantially greater than the securities portfolio or any other asset category, and the quality and diversification of the loan portfolio is an important consideration when reviewing the Company's financial condition.

Gross loans represented 77% of total assets at December 31, 2007, as compared to 68% of at December 31, 2006. The ratio of loans to deposits increased to 97% at the end of 2007 from 84% at the end of 2006. Demand for loans remains relatively strong in many areas within the Company's markets and competition continues to intensify. To help ensure that we remain competitive, we make every effort to be flexible and creative in our approach to structuring loans.

The Selected Financial Data table in Item 6 reflects the amount of loans outstanding at December 31st for each year from 2003 through 2007, net of deferred fees and origination costs and the allowance for loan losses. The Loan Distribution table that follows sets forth the Company's gross loans outstanding and the percentage distribution in each category at the dates indicated. The amounts shown in the table do not reflect any deferred loan fees or deferred origination costs, nor is the allowance for loan loss deducted.

Loan Distribution

(Dollars in thousands)	December 31,									
	2007	% to Total	2006	% to Total	2005	% to Total	2004	% to Total	2003	% to Total
Commercial	\$ 411,251	40%	\$ 284,093	40%	\$ 248,060	37%	\$ 296,030	41%	\$ 269,076	41%
Real estate - mortgage	361,211	35%	239,041	34%	237,566	35%	250,984	35%	227,474	35%
Real estate - land and construction	215,597	21%	143,834	20%	149,851	22%	118,290	17%	101,082	16%
Home equity	44,187	4%	38,976	6%	41,772	6%	52,170	7%	49,434	8%
Consumer	3,044	0%	2,422	0%	1,721	0%	2,908	0%	1,743	0%
Total loans	<u>1,035,290</u>	<u>100%</u>	<u>708,366</u>	<u>100%</u>	<u>678,970</u>	<u>100%</u>	<u>720,382</u>	<u>100%</u>	<u>648,809</u>	<u>100%</u>
Deferred loan costs, net	1,175		870		1,155		726		863	
Allowance for loan losses	(12,218)		(9,279)		(10,224)		(12,497)		(13,451)	
Loans, net	<u>\$ 1,024,247</u>		<u>\$ 699,957</u>		<u>\$ 669,901</u>		<u>\$ 708,611</u>		<u>\$ 636,221</u>	

Total loans (excluding loans held for sale) were \$1.035 billion at December 31, 2007, an increase of 46% from \$708 million at December 31, 2006. Total loans increased by \$386 million, or 60%, from the end of 2003 to the end of 2007.

The Company's loan portfolio is concentrated in commercial, primarily manufacturing, wholesale, and services and real estate, with the balance in land development and construction and home equity and consumer loans. The loan portfolio mix over the past five years has remained relatively the same.

The change in the Company's loan portfolio in 2007 from 2006 is primarily due to the acquisition of DVB. The Company does not have any concentrations by industry or group of industries in its loan portfolio; however, 60% of its net loans were secured by real property as of December 31, 2007 and 2006. While no specific industry concentration is considered significant, the Company's lending operations are located in areas that are dependent on the technology and real estate industries and their supporting companies. In the fourth quarter of 2005, the Company entered into negotiations for the sale of its Capital Group loan portfolio consisting primarily of "factoring" type loans. In contemplation of the sale, \$32 million, net of the respective allowance loan loss, was moved from commercial loans into loans held-for-sale. The sale of the Capital Group loan portfolio was completed in 2006, resulting in a gain of \$0.7 million.

The Company's commercial loans are made for working capital, financing the purchase of equipment or for other business purposes. Such loans include loans with maturities ranging from thirty days to one year and "term loans," with maturities normally ranging from one to five years. Short-term business loans are generally intended to finance current transactions and typically provide for periodic principal payments, with interest payable monthly. Term loans normally provide for floating interest rates, with monthly payments of both principal and interest. The Company's commercial loans are centered in locally-oriented commercial activities in markets where the Company has a physical presence, and these markets have become more competitive as business activity has moderated.

The Company is an active participant in the Small Business Administration ("SBA") and U.S. Department of Agriculture guaranteed lending programs, and has been approved by the SBA as a lender under the Preferred Lender Program. The Company regularly makes SBA-guaranteed loans. Prior to third quarter of 2007, the guaranteed portion of these loans were sold in the secondary market depending on market conditions. Once it was determined that these loans would be sold, these loans were classified as held for sale and carried at the lower of cost or market. When the guaranteed portion of an SBA loan, was sold, the Company retained the servicing rights for the sold portion. As of December 31, 2007, 2006, and 2005, \$177 million, \$189 million and \$180 million, respectively, in SBA and U.S. Department of Agriculture loans were serviced by the Company for others. As discussed on page 28, beginning in the third quarter of 2007, the Company changed its strategy regarding its SBA loan business by retaining new SBA production in lieu of selling the loans.

As of December 31, 2007, real estate mortgage loans of \$360 million consist of adjustable and fixed rate loans secured by commercial property, and loans secured by first mortgages on 1-4 family residential properties of \$1 million. Of the \$216 million in land and construction loans at December 31, 2007, \$157 million was construction loans comprised of \$92 million residential and \$65 million commercial. The other \$59 million of land and construction loans represent residential land loans of \$46 million residential and \$13 million of commercial land loans. Properties securing the real estate mortgage loans are primarily located in the Company's market area. While no specific industry concentration is considered significant, the Company's lending operations are located in market areas that are dependent on the technology and real estate industries and their supporting companies. Real estate values in portions of Santa Clara County and neighboring San Mateo County are among the highest in the country at present but have recently been experiencing a decrease in value from the levels experienced at the beginning of 2007. The Company's borrowers could be adversely impacted by a downturn in these sectors of the economy, which could reduce the demand for loans and adversely impact the borrowers' ability to repay their loans.

The Company's real estate term loans consist primarily of loans made based on the borrower's cash flow and are secured by deeds of trust on commercial and residential property to provide a secondary source of repayment. The Company generally restricts real estate term loans to no more than 80% of the property's appraised value or the purchase price of the property, depending on the type of property and its utilization. The Company offers both fixed and floating rate loans. Maturities on such loans are generally between five and ten years (with amortization ranging from fifteen to twenty-five years and a balloon payment due at maturity); however, SBA and certain other real estate loans that are easily sold in the secondary market may be granted for longer maturities.

The Company's land and construction loans are primarily short term interim loans to finance the construction of commercial and single family residential properties. The Company utilizes underwriting guidelines to assess the likelihood of repayment from sources such as sale of the property or permanent mortgage financing prior to making the construction loan.

The Company makes consumer loans for the purpose of financing automobiles, various types of consumer goods, and other personal purposes. Additionally, the Company makes home equity lines of credit available to its clientele. Consumer loans generally provide for the monthly payment of principal and interest. Most of the Company's consumer loans are secured by the personal property being purchased or, in the instances of home equity loans or lines, real property.

With certain exceptions, state chartered banks are permitted to make extensions of credit to any one borrowing entity up to 15% of the bank's capital and reserves for unsecured loans and up to 25% of the bank's capital and reserves for secured loans. For HBC, these lending limits were \$29 million and \$48 million at December 31, 2007, respectively.

Loan Maturities

The following table presents the maturity distribution of the Company's loans as of December 31, 2007. The table shows the distribution of such loans between those loans with predetermined (fixed) interest rates and those with variable (floating) interest rates. Floating rates generally fluctuate with changes in the prime rate as reflected in the western edition of The Wall Street Journal. As of December 31, 2007, approximately 71% of the Company's loan portfolio consisted of floating interest rate loans.

Loan Maturities

(Dollars in thousands)	Due in One Year or Less	Over One Year But Less than Five Years	Over Five Years	Total
Commercial	\$ 369,575	\$ 30,378	\$ 11,298	\$ 411,251
Real estate - mortgage	112,553	154,145	94,513	361,211
Real estate - land and construction	213,565	2,032	-	215,597
Home equity	38,097	-	6,090	44,187
Consumer	1,723	1,321	-	3,044
Total loans	<u>\$ 735,513</u>	<u>\$ 187,876</u>	<u>\$ 111,901</u>	<u>\$ 1,035,290</u>
Loans with variable interest rates	\$ 668,970	\$ 52,081	\$ 9,333	\$ 730,384
Loans with fixed interest rates	66,543	135,795	102,568	304,906
Total loans	<u>\$ 735,513</u>	<u>\$ 187,876</u>	<u>\$ 111,901</u>	<u>\$ 1,035,290</u>

Nonperforming Assets

Financial institutions generally have a certain level of exposure to asset quality risk, and could potentially receive less than a full return of principal and interest if a debtor becomes unable or unwilling to repay. Since loans are the most significant assets of the Company and generate the largest portion of its revenues, the Company's management of asset quality risk is focused primarily on loan quality. Banks have generally suffered their most severe earnings declines as a result of customers' inability to generate sufficient cash flow to service their debts, or as a result of the downturns in national and regional economies which have brought about declines in overall property values. In addition, certain debt securities that the Company may purchase have the potential of declining in value if the obligor's financial capacity to repay deteriorates.

To help minimize credit quality concerns, we have established a sound approach to credit that includes well-defined goals and objectives and well-documented credit policies and procedures. The policies and procedures identify market segments, set goals for portfolio growth or contraction, and establish limits on industry and geographic credit concentrations. In addition, these policies establish the Company's underwriting standards and the methods of monitoring ongoing credit quality. The Company's internal credit risk controls are centered in underwriting practices, credit granting procedures, training, risk management techniques, and familiarity with loan and lease customers as well as the relative diversity and geographic concentration of our loan portfolio.

The Company's credit risk may also be affected by external factors such as the level of interest rates, employment, general economic conditions, real estate values, and trends in particular industries or geographic markets. As a multi-community independent bank serving a specific geographic area, the Company must contend with the unpredictable changes of both the general California and, particularly, primary local markets. The Company's asset quality has suffered in the past from the impact of national and regional economic recessions, consumer bankruptcies, and depressed real estate values.

Nonperforming assets are comprised of the following: Loans for which the Company is no longer accruing interest; loans 90 days or more past due and still accruing interest (although they are generally placed on non-accrual when they become 90 days past due unless they are both well secured and in the process of collection); loans restructured where the terms of repayment have been renegotiated, resulting in a deferral of interest or principal; and other real estate owned ("OREO"). Management's classification of a loan as "non-accrual" is an indication that there is reasonable doubt as to the full recovery of principal or interest on the loan. At that point, the Company stops accruing interest income, reverses any uncollected interest that had been accrued as income, and begins recognizing interest income only as cash interest payments are received as long as the collection of all outstanding principal is not in doubt. The loans may or may not be collateralized, and collection efforts are continuously pursued. Loans may be restructured by management when a borrower has experienced some change in financial status causing an inability to meet the original repayment terms and where the Company believes the borrower will eventually overcome those circumstances and make full restitution. OREO consists of properties acquired by foreclosure or similar means that management is offering or will offer for sale.

The following table provides information with respect to components of the Company's non-performing assets at the dates indicated.

Nonperforming Assets

(Dollars in thousands)	December 31,				
	2007	2006	2005	2004	2003
Nonaccrual loans	\$ 3,363	\$ 3,866	\$ 3,672	\$ 1,028	\$ 3,972
Loans 90 days past due and still accruing	101	451	-	302	608
Total nonperforming loans	3,464	4,317	3,672	1,330	4,580
Other real estate owned	1,062	-	-	-	-
Total nonperforming assets	\$ 4,526	\$ 4,317	\$ 3,672	\$ 1,330	\$ 4,580
Nonperforming assets as a percentage of loans plus other real estate owned	0.44%	0.61%	0.54%	0.18%	0.70%

The balance of nonperforming assets at the end of 2007 represents an increase of \$0.2 million, or 5%, from year-end 2006 levels. Nonperforming assets increased by \$0.6 million, or 18%, in 2006 as compared to 2005.

While the current level of nonperforming assets is relatively low, we recognize that an increase in the dollar amount of nonaccrual loans is possible in the normal course of business as we expand our lending activities.

Allowance for Loan Losses

The allowance for loan losses is an estimate of the losses in our loan portfolio. The allowance is based on two basic principles of accounting: (1) Statement of Financial Accounting Standards ("Statement") No. 5 "Accounting for Contingencies," which requires that losses be accrued when they are probable of occurring and estimable and (2) Statement No. 114, "Accounting by Creditors for Impairment of a Loan," which requires that losses be accrued based on the differences between the impaired loan balance and value of collateral, if the loan is collateral dependent, or present value of future cash flows or values that are observable in the secondary market.

Management conducts a critical evaluation of the loan portfolio monthly. This evaluation includes periodic loan by loan review for certain loans to evaluate the level of impairment, as well as detailed reviews of other loans (either individually or in pools) based on an assessment of the following factors: past loan loss experience, known and inherent risks in the portfolio, adverse situations that may affect the borrower's ability to repay, collateral values, loan volumes and concentrations, size and complexity of the loans, recent loss experience in particular segments of the portfolio, bank regulatory examination and independent loan review results, and current economic conditions in the Company's marketplace, in particular the state of the technology industry and the real estate market. This process attempts to assess the risk of loss inherent in the portfolio by segregating loans into two categories for purposes of determining an appropriate level of the allowance: Loans graded "Pass through Special Mention" and "Substandard."

Loans are charged against the allowance when management believes that the uncollectibility of the loan balance is confirmed. The Company's methodology for assessing the appropriateness of the allowance consists of several key elements, which include the formula allowance and specific allowances.

Specific allowances are established for impaired loans. Management considers a loan to be impaired when it is probable that the Company will be unable to collect all amounts due according to the original contractual terms of the note agreement. When a loan is considered to be impaired, the amount of impairment is measured based on the fair value of the collateral if the loan is collateral dependent or on the present value of expected future cash flow.

The formula portion of the allowance is calculated by applying loss factors to pools of outstanding loans. Loss factors are based on the Company's historical loss experience, adjusted for significant factors that, in management's judgment, affect the collectibility of the portfolio as of the evaluation date. The adjustment factors for the formula allowance may include existing general economic and business conditions affecting the key lending areas of the Company, in particular the real estate market, credit quality trends, collateral values, loan volumes and concentrations, the technology industry and specific industry conditions within portfolio segments, recent loss experience in particular segments of the portfolio, duration of the current business cycle, and bank regulatory examination results. The evaluation of the inherent loss with respect to these conditions is subject to a higher degree of uncertainty.

Loans that demonstrate a weakness, for which there is a possibility of loss if the weakness is not corrected, are categorized as "classified." Classified loans include all loans considered as substandard, doubtful, and loss and may result from problems specific to a borrower's business or from economic downturns that affect the borrower's ability to repay or that cause a decline in the value of the underlying collateral (particularly real estate). The principal balance of classified loans, which include all loans internally graded as substandard, doubtful, and loss, was \$25.2 million, \$24.5 million, and \$16.3 million, respectively, at December 31, 2007, 2006, and 2005. At December 31, 2007 and 2006, all of the Company's classified loans were graded as substandard.

In adjusting the historical loss factors applied to the respective segments of the loan portfolio, management considered the following factors:

- Levels and trends in delinquencies, non-accruals, charge offs and recoveries
- Trends in volume and loan terms
- Lending policy or procedural changes
- Experience, ability, and depth of lending management and staff
- National and local economic trends and conditions
- Concentrations of Credit

There can be no assurance that the adverse impact of any of these conditions on HBC will not be in excess of the current level of estimated losses.

It is the policy of management to maintain the allowance for loan losses at a level adequate for risks inherent in the loan portfolio. On an ongoing basis, we have engaged outside firms to independently assess our methodology and perform independent credit reviews of our loan portfolio. The Company's credit review consultants, the FRB and the DFI also review the allowance for loan losses as an integral part of the examination process. Based on information currently available to analyze loan loss delinquency and a history of actual charge-offs, management believes that the loan loss allowance is adequate. However, the loan portfolio can be adversely affected if California economic conditions and the real estate market in the Company's market area were to weaken. Also, any weakness of a prolonged nature in the technology industry would have a negative impact on the local market. The effect of such events, although uncertain at this time, could result in an increase in the level of nonperforming loans and increased loan losses, which could adversely affect the Company's future growth and profitability. No assurance of the ultimate level of credit losses can be given with any certainty.

The following table summarizes the Company's loan loss experience, as well as provisions and charges to the allowance for loan losses and certain pertinent ratios for the periods indicated:

Allowance for Loan Losses

(Dollars in thousands)	2007	2006	2005	2004	2003
Balance, beginning of year	\$ 9,279	\$ 10,224	\$ 12,497	\$ 13,451	\$ 13,227
Charge-offs:					
Commercial	(84)	(291)	(3,273)	(2,901)	(2,906)
Real estate - mortgage	-	-	-	-	-
Real estate - land and construction	-	-	-	-	-
Home equity	(20)	(540)	-	-	-
Consumer	-	-	-	-	-
Total charge-offs	<u>(104)</u>	<u>(831)</u>	<u>(3,273)</u>	<u>(2,901)</u>	<u>(2,906)</u>
Recoveries:					
Commercial	929	389	1,358	1,562	230
Real estate - mortgage	-	-	-	-	-
Real estate - land and construction	-	-	-	-	-
Home equity	-	-	-	-	-
Consumer	-	-	-	-	-
Total recoveries	<u>929</u>	<u>389</u>	<u>1,358</u>	<u>1,562</u>	<u>230</u>
Net recoveries (charge-offs)	825	(442)	(1,915)	(1,339)	(2,676)
Provision for loan losses	(11)	(503)	313	666	2,900
Reclassification of allowance for loan losses	-	-	(671) ⁽¹⁾	-	-
Reclassification to other liabilities	-	-	-	(281) ⁽²⁾	-
Allowance acquired in bank acquisition	2,125	-	-	-	-
Balance, end of year	<u>\$ 12,218</u>	<u>\$ 9,279</u>	<u>\$ 10,224</u>	<u>\$ 12,497</u>	<u>\$ 13,451</u>
RATIOS:					
Net charge-offs to average loans *	(0.10)%	0.06%	0.28%	0.19%	0.41%
Allowance for loan losses to total loans *	1.18%	1.31%	1.51%	1.73%	2.03%
Allowance for loan losses to nonperforming loans	353%	215%	278%	940%	294%

* Average loans and total loans exclude loans held for sale

(1) The Company reclassified \$0.7 million of the allowance allocated to \$32 million of commercial asset based loans that were reclassified to loans held-for-sale as of December 31, 2005. Thus, the carrying value of these loans held-for-sale includes an allowance for loan losses of \$0.7 million.

(2) The Company reclassified estimated losses on unused commitments of \$0.3 million to other liabilities as of December 31, 2004.

The Company's allowance for loan losses increased \$2.9 million in 2007 as compared to 2006. The allowance for loan losses increased primarily as a result of the Diablo Valley Bank acquisition. The Company had \$929,000 in recoveries in 2007, which were partially offset by loan charge-offs of \$104,000. The Company had a credit provision of \$11,000 in 2007, compared to a credit provision of \$503,000 in 2006. Previously, the Company's allowance for loan losses had steadily decreased from 2003 through 2006.

Net loans charged-off reflect the realization of losses in the portfolio that were recognized previously through provisions for loan losses. Net recoveries were \$0.8 million in 2007, compared to net charged-offs of \$0.4 million, and \$1.9 million in 2006 and 2005, respectively. The decrease in net loan charge-offs in 2007 was primarily due to continued improvement in credit quality and a \$700,000 recovery on a loan charged off in 2005. Historical net loan charge-offs are not necessarily indicative of the amount of net charge-offs that the Company will realize in the future.

The Company's unallocated allowance was \$1.4 million as of December 31, 2007 and 2006. The unallocated component of the allowance is maintained to cover uncertainties that could affect management's estimate of probable losses.

The following table provides a summary of the allocation of the allowance for loan losses for specific categories at the dates indicated. The allocation presented should not be interpreted as an indication that charges to the allowance for loan losses will be incurred in these amounts or proportions, or that the portion of the allowance allocated to each category represents the total amount available for charge-offs that may occur within these categories.

Allocation of Loan Loss Allowance

(Dollars in thousands)	December 31,									
	2007		2006		2005		2004		2003	
	Allowance	Percent of Loans in each category to total loans	Allowance	Percent of Loans in each category to total loans	Allowance	Percent of Loans in each category to total loans	Allowance	Percent of Loans in each category to total loans	Allowance	Percent of Loans in each category to total loans
Commercial	\$ 6,067	40%	\$ 4,872	40%	\$ 4,199	37%	\$ 8,691	41%	\$ 9,667	41%
Real estate - mortgage	2,416	35%	1,507	34%	2,631	35%	1,498	35%	1,846	35%
Real estate - land and construction	1,923	21%	1,243	20%	1,914	22%	1,711	17%	1,714	16%
Home equity	335	4%	244	6%	300	6%	173	7%	157	8%
Consumer	88	0%	24	0%	33	0%	38	0%	37	0%
Unallocated	1,389	0%	1,389	0%	1,147	0%	386	0%	30	0%
% Total	\$ 12,218	100%	\$ 9,279	100%	\$ 10,224	100%	\$ 12,497	100%	\$ 13,451	100%

Deposits

The composition and cost of the Company's deposit base are important components in analyzing the Company's net interest margin and balance sheet liquidity characteristics, both of which are discussed in greater detail in other sections herein. Our net interest margin is improved to the extent that growth in deposits can be concentrated in historically lower-cost deposits such as non-interest-bearing demand, NOW accounts, savings accounts and money market deposit accounts. The Company's liquidity is impacted by the volatility of deposits or other funding instruments, or in other words, by the propensity of that money to leave the institution for rate-related or other reasons. Potentially, the most volatile deposits in a financial institution are jumbo certificates of deposit, meaning time deposits with balances that equal or exceed \$100,000, as customers with balances of that magnitude are typically more rate-sensitive than customers with smaller balances.

The following table summarizes the distribution of deposits and the percentage of distribution in each category of deposits for the periods indicated:

Deposits

(Dollars in thousands)	Years Ended December 31,							
	2007		2006		2005			
	Balance	% to Total	Balance	% to Total	Balance	% to Total		
Demand, noninterest bearing	\$ 268,005	25%	\$ 231,841	27%	\$ 248,009	26%		
Demand, interest bearing	150,527	14%	133,413	16%	157,330	17%		
Savings and money market	432,293	41%	307,266	36%	353,798	38%		
Time deposits, under \$100	34,092	3%	31,097	4%	35,209	4%		
Time deposits, \$100 and over	139,562	13%	111,017	13%	109,373	12%		
Brokered deposits, \$100 and over	39,747	4%	31,959	4%	36,040	4%		
Total deposits	\$ 1,064,226	100%	\$ 846,593	100%	\$ 939,759	100%		

Total deposits were \$1.06 billion at December 31, 2007, an increase of \$218 million, or 26%, compared to \$846.6 million at December 31, 2006. The increases primarily reflect the acquisition of Diablo Valley Bank. At December 31, 2007, compared to December 31, 2006, noninterest bearing demand deposits increased \$36 million, or 16%; interest bearing demand deposits increased \$17 million, or 13%; savings and money market deposits increased \$125 million, or 41%; time deposits increased \$32 million, or 22%; and brokered deposits increased \$8 million, or 24%.

As of December 31, 2007, approximately \$7.7 million, or less than 1%, of deposits were from public sources, and approximately \$117.1 million, or 11%, of deposits were from real estate exchange company and title company accounts. As of December 31, 2006, approximately \$2.4 million, or less than 1%, of deposits were from public sources, and approximately \$108.2 million, or 13%, of deposits were from real estate exchange company and title company accounts.

Among core deposits categories, noninterest demand deposits increased by \$36 million or 16% in 2007. Furthermore, relatively low-cost NOW accounts increased by \$17 million or 13%. Savings and money market accounts increased by \$125 million, or 41%, and time deposits increased in absolute dollars but remained flat as a percentage of total deposits. Our increase in savings and money market accounts was primarily the result of the acquisition of Diablo Valley Bank. While our core deposit accounts increased in number to 15,400 at the end of 2007 from 13,200 at the end of 2006, the average balance per core deposit increased to about \$57,000 at the end of 2007 from \$53,000 at the end of 2006.

Without the acquisition of Diablo Valley Bank, total deposits would have been relatively flat. The Company faces intensified competition for deposits as core deposits migrate into higher-yielding alternatives, including equity markets.

The Company obtains deposits from a cross-section of the communities it serves. The Company's business is not seasonal in nature. The Company had brokered deposits totaling approximately \$39.7 million, and \$32.0 million at December 31, 2007 and 2006, respectively. These brokered deposits generally mature within one to three years. The Company is not dependent upon funds from sources outside the United States.

The following table indicates the maturity schedule of the Company's time deposits of \$100,000 or more as of December 31, 2007:

Deposit Maturity Distribution

(Dollars in thousands)	Balance	% of Total
Three months or less	\$ 70,180	39%
Over three months through six months	52,505	30%
Over six months through twelve months	39,976	22%
Over twelve months	16,548	9%
Total	<u>\$ 179,209</u>	<u>100%</u>

The Company focuses primarily on providing and servicing business deposit accounts that are frequently over \$100,000 in average balance per account. As a result, certain types of business clients that the Company serves typically carry average deposits in excess of \$100,000. The account activity for some account types and client types necessitates appropriate liquidity management practices by the Company to ensure its ability to fund deposit withdrawals.

Return on Equity and Assets

The following table indicates the ratios for return on average assets and average equity, dividend payout, and average equity to average assets for 2007, 2006, and 2005:

	2007	2006	2005
Return on average assets	1.18%	1.57%	1.27%
Return on average tangible assets	1.21%	1.57%	1.27%
Return on average equity	9.47%	14.62%	13.73%
Return on average tangible equity	11.43%	14.62%	13.73%
Dividend payout ratio	23.06%	13.65%	-
Average equity to average assets ratio	12.47%	10.75%	9.25%

Off-Balance Sheet Arrangements

In the normal course of business, the Company makes commitments to extend credit to its customers as long as there are no violations of any conditions established in contractual arrangements. These commitments are obligations that represent a potential credit risk to the Company, yet are not reflected in any form within the Company's consolidated balance sheets. Total unused commitments to extend credit were \$465.3 million at December 31, 2007, as compared to \$322.2 million at December 31, 2006. Unused commitments represented 45% of outstanding gross loans at December 31, 2007 and 2006.

The effect on the Company's revenues, expenses, cash flows and liquidity from the unused portion of the commitments to provide credit cannot be reasonably predicted, because there is no certainty that the lines of credit will ever be fully utilized. For more information regarding the Company's off-balance sheet arrangements, see Note 14 to the financial statements located elsewhere herein.

The following table presents the Company's commitments to fund as of December 31, 2007, 2006, and 2005:

(Dollars in thousands)	December 31,		
	2007	2006	2005
Commitments to extend credit	\$ 444,172	\$ 310,200	\$ 328,031
Standby letters of credit	21,143	12,020	6,104
Commitments to funds	<u>\$ 465,315</u>	<u>\$ 322,220</u>	<u>\$ 334,135</u>

Contractual Obligations

The contractual obligations of the Company, summarized by type of obligation and contractual maturity, at December 31, 2007, are as follows:

(Dollars in thousands)	Less Than One Year	One to Three Years	Three to Five Years	After Five Years	Total
Securities sold under agreement to repurchase	\$ 10,900	\$ -	\$ -	\$ -	\$ 10,900
Notes payable to subsidiary grantor trusts	-	-	-	23,702	23,702
Other short-term borrowings	60,000	-	-	-	60,000
Operating leases	2,142	4,197	4,077	4,203	14,619
Time deposits of \$100 or more	162,662	16,547	-	-	179,209
Total debt and operating leases	<u>\$ 235,704</u>	<u>\$ 20,744</u>	<u>\$ 4,077</u>	<u>\$ 27,905</u>	<u>\$ 288,430</u>

In addition to those obligations listed above, in the normal course of business, the Company will make cash distributions for the payment of interest on interest bearing deposit accounts and debt obligations, payments for quarterly income tax estimates and contributions to certain employee benefit plans.

Liquidity and Asset/Liability Management

Liquidity refers to the Company's ability to maintain cash flows sufficient to fund operations, and to meet obligations and other commitments in a timely and cost-effective fashion. At various times the Company requires funds to meet short-term cash requirements brought about by loan growth or deposit outflows, the purchase of assets, or liability repayments. To manage liquidity needs properly, cash inflows must be timed to coincide with anticipated outflows or sufficient liquidity resources must be available to meet varying demands. The Company manages liquidity in such a fashion as to be able to meet unexpected sudden changes in levels of its assets or deposit liabilities without maintaining excessive amounts of on-balance sheet liquidity. Excess balance sheet liquidity can negatively impact the interest margin.

An integral part of the Company's ability to manage its liquidity position appropriately is the Company's large base of core deposits, which are generated by offering traditional banking services in its service area and which have, historically, been a stable source of funds. In addition to core deposits, the Company has the ability to raise deposits through various deposit brokers if required for liquidity purposes. The Company's net loan to deposit ratio increased to 96% at the end of 2007 from 86% at the end of 2006.

To meet liquidity needs, the Company maintains a portion of its funds in cash deposits at other banks, in Federal funds sold and in securities available for sale. The "primary liquidity ratio" is composed of net cash, non-pledged securities, and other marketable assets, divided by total deposits and short-term liabilities minus liabilities secured by investments or other marketable assets. As of December 31, 2007, the Company's primary liquidity ratio was 7.7%, comprised of \$46.7 million in securities available-for-sale of maturities of up to five years, less \$15.0 million of securities that were pledged to secure public and certain other deposits as required by law or contract, Federal funds sold of \$9.3 million, and \$39.8 million cash and due from banks, as a percentage of total unsecured deposits of \$1,049.3 million. The decrease in the liquidity ratio from 2006 was primarily due to the growth of loans in 2007. As of December 31, 2006, the Company's "primary liquidity ratio" was 13.6%, comprised of \$75.5 million in securities available-for-sale of maturities of up to five years, less \$10.9 million of securities that were pledged to secure public and certain other deposits as required by law and contract, Federal funds sold of \$15.1 million and \$34.3 million in cash and due from banks, as a percentage of total unsecured deposits of \$835.7 million.

The following table summarizes the Company's borrowings under its Federal funds purchased, security repurchase arrangements and lines of credit for the periods indicated:

(Dollars in thousands)	December 31,		
	2007	2006	2005
Average balance during the year	\$ 16,255	\$ 25,429	\$ 40,748
Average interest rate during the year	2.90%	2.46%	2.26%
Maximum month-end balance	\$ 70,900	\$ 32,700	\$ 57,800
Average rate at December 31,	2.83%	2.56%	2.34%

Because most of the growth in loans in 2007 was funded with deposits, other liquidity ratios tracked by the Company, such as unfunded loan commitments to secondary reserves ratio, have been slightly outside of policy guidelines for several months. We continue to watch these ratios closely, and expect that these ratios will come back within guidelines.

Capital Resources

At December 31, 2007, the Company had total shareholders' equity of \$164.8 million included \$92.4 million in common stock, \$73.3 million in retained earnings, and \$0.9 million of accumulated other comprehensive loss.

The Company paid cash dividends totaling \$3.25 million, or \$0.26 per share in 2007. The Company anticipates paying future dividends within the range of typical peer payout ratios provided, however, that no assurance can be given that earnings and/or growth expectations in any given year will justify the payment of such a dividend.

The Company uses a variety of measures to evaluate capital adequacy. Management reviews various capital measurements on a regular basis and takes appropriate action to ensure that such measurements are within established internal and external guidelines. The external guidelines, which are issued by the Federal Reserve Board and the FDIC, establish a risk-adjusted ratio relating capital to different categories of assets and off-balance sheet exposures. There are two categories of capital under the Federal Reserve Board and FDIC guidelines: Tier 1 and Tier 2 Capital. Our Tier 1 Capital currently includes common shareholders' equity and the proceeds from the issuance of trust preferred securities (trust preferred securities are counted only up to a maximum of 25% of Tier 1 capital), less intangible assets, and the addition of the unrealized net losses (after tax adjustments) on securities available for sale and accumulated net losses on cash flow hedges, which are carried at fair market value. Our Tier 2 Capital includes the amount of trust preferred securities not includible in Tier 1 Capital, and the allowances for loan losses and off balance sheet credit losses.

The following table summarizes risk-based capital, risk-weighted assets, and risk-based capital ratios of the Company:

(Dollars in thousands)	December 31,			Well Capitalized Regulatory Requirements
	2007	2006	2005	
Capital components:				
Tier 1 Capital	\$ 141,227	\$ 147,600	\$ 133,715	
Tier 2 Capital	12,461	9,756	10,427	
Total risk-based capital	<u>\$ 153,688</u>	<u>\$ 157,356</u>	<u>\$ 144,142</u>	
Risk-weighted assets	\$ 1,227,628	\$ 855,715	\$ 941,567	
Average assets (regulatory purposes)	\$ 1,278,207	\$ 1,087,502	\$ 1,157,704	
Capital ratios:				
Total risk-based capital	12.5%	18.4%	15.3%	10.00%
Tier 1 risk-based capital	11.5%	17.3%	14.2%	6.00%
Leverage ⁽¹⁾	11.1%	13.6%	11.6%	5.00%

(1) Tier 1 capital divided by average assets (excluding goodwill).

The table above presents the capital ratios of the Company computed in accordance with applicable regulatory guidelines and compared to the standards for minimum capital adequacy requirements under the FDIC's prompt corrective action authority as of December 31, 2007. The risk-based and leverage capital ratios are defined in Item 1 - "Business - Supervision and Regulation - Heritage Bank of Commerce" on page 10 and 11.

At December 31, 2007, 2006 and 2005, the Company's capital met all minimum regulatory requirements. As of December 31, 2007, 2006 and 2005, management believes that HBC was considered "well capitalized" under the regulatory framework for prompt corrective action.

Mandatory Redeemable Cumulative Trust Preferred Securities.

To enhance regulatory capital and to provide liquidity, the Company, through unconsolidated subsidiary grantor trusts, issued the following mandatory redeemable cumulative trust preferred securities of subsidiary grantor trusts: In the first quarter of 2000, the Company issued \$7 million aggregate principal amount of 10.875% subordinated debentures due on March 8, 2030 to a subsidiary trust, which in turn issued a similar amount of trust preferred securities. In the third quarter of 2000, the Company issued \$7 million aggregate principal amount of 10.60% subordinated debentures due on September 7, 2030 to a subsidiary trust, which in turn issued a similar amount of trust preferred securities. In the third quarter of 2001, the Company issued \$5 million aggregate principal amount of Floating Rate Junior Subordinated Deferrable Interest Debentures due on July 31, 2031 to a subsidiary trust, which in turn issued a similar amount of trust preferred securities. In the third quarter of 2002, the Company issued \$4 million aggregate principal amount of Floating Rate Junior Subordinated Deferrable Interest Debentures due on September 26, 2032 to a subsidiary trust, which in turn issued a similar amount of trust preferred securities. Under applicable regulatory guidelines, the trust preferred securities currently qualify as Tier I capital. The subsidiary trusts are not consolidated in the Company's consolidated financial statements and the subordinated debt payable to the subsidiary grantor trusts is recorded as debt of the Company to the related trusts. See Footnote 8 the Consolidated Financial Statements.

Market Risk

Market risk is the risk of loss to future earnings, to fair values, or to future cash flows that may result from changes in the price of a financial instrument. The value of a financial instrument may change as a result of changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market risk sensitive instruments. Market risk is attributed to all market risk sensitive financial instruments, including securities, loans, deposits and borrowings, as well as the Company's role as a financial intermediary in customer-related transactions. The objective of market risk management is to avoid excessive exposure of the Company's earnings and equity to loss and to reduce the volatility inherent in certain financial instruments.

Interest Rate Management

Market risk arises from changes in interest rates, exchange rates, commodity prices and equity prices. The Company's market risk exposure is primarily that of interest rate risk, and it has established policies and procedures to monitor and limit earnings and balance sheet exposure to changes in interest rates. The Company does not engage in the trading of financial instruments, nor does the Company have exposure to currency exchange rates.

The principal objective of interest rate risk management (often referred to as "asset/liability management") is to manage the financial components of the Company in a manner that will optimize the risk/reward equation for earnings and capital in relation to changing interest rates. The Company's exposure to market risk is reviewed on a regular basis by the Asset/Liability Committee ("ALCO"). Interest rate risk is the potential of economic losses due to future interest rate changes. These economic losses can be reflected as a loss of future net interest income and/or a loss of current fair market values. The objective is to measure the effect on net interest income and to adjust the balance sheet to minimize the inherent risk while at the same time maximizing income. Management realizes certain risks are inherent, and that the goal is to identify and accept the risks. Management uses two methodologies to manage interest rate risk: (i) a standard GAP analysis; and (ii) an interest rate shock simulation model.

The planning of asset and liability maturities is an integral part of the management of an institution's net interest margin. To the extent maturities of assets and liabilities do not match in a changing interest rate environment, the net interest margin may change over time. Even with perfectly matched repricing of assets and liabilities, risks remain in the form of prepayment of loans or securities or in the form of delays in the adjustment of rates of interest applying to either earning assets with floating rates or to interest bearing liabilities. The Company has generally been able to control its exposure to changing interest rates by maintaining primarily floating interest rate loans and a majority of its time certificates with relatively short maturities.

Interest rate changes do not affect all categories of assets and liabilities equally or at the same time. Varying interest rate environments can create unexpected changes in prepayment levels of assets and liabilities, which may have a significant effect on the net interest margin and are not reflected in the interest sensitivity analysis table. Because of these factors, an interest sensitivity gap report may not provide a complete assessment of the exposure to changes in interest rates.

The Company uses modeling software for asset/liability management in order to simulate the effects of potential interest rate changes on the Company's net interest margin, and to calculate the estimated fair values of the Company's financial instruments under different interest rate scenarios. The program imports current balances, interest rates, maturity dates and repricing information for individual financial instruments, and incorporates assumptions on the characteristics of embedded options along with pricing and duration for new volumes to project the effects of a given interest rate change on the Company's interest income and interest expense. Rate scenarios consisting of key rate and yield curve projections are run against the Company's investment, loan, deposit and borrowed funds portfolios. These rate projections can be shocked (an immediate and parallel change in all base rates, up or down), ramped (an incremental increase or decrease in rates over a specified time period), based on current trends and econometric models or economic conditions stable (unchanged from current actual levels).

The Company applies a market value ("MV") methodology to gauge its interest rate risk exposure as derived from its simulation model. Generally, MV is the discounted present value of the difference between incoming cash flows on interest earning assets and other investments and outgoing cash flows on interest bearing liabilities and other liabilities. The application of the methodology attempts to quantify interest rate risk as the change in the MV which would result from a theoretical 200 basis point (1 basis point equals 0.01%) change in market interest rates. Both a 200 basis point increase and a 200 basis point decrease in market rates are considered.

At December 31, 2007, it was estimated that the Company's MV would increase 18.54% in the event of a 200 basis point increase in market interest rates. The Company's MV at the same date would decrease 26.35% in the event of a 200 basis point decrease in market interest rates.

Presented below, as of December 31, 2007 and 2006, is an analysis of the Company's interest rate risk as measured by changes in MV for instantaneous and sustained parallel shifts of 200 basis points in market interest rates:

(Dollars in thousands)	2007				2006			
	\$ Change in Market	% Change in Market	Market Value as a % of Present Value of Assets		\$ Change in Market	% Change in Market	Market Value as a % of Present Value of Assets	
	Value	Value	MV Ratio	Change (bp)	Value	Value	MV Ratio	Change (bp)
Change in rates								
+ 200 bp	\$ 38,716	18.54%	18.5%	290	\$ 31,607	17.16%	21.1%	309
0 bp	\$ -	-%	15.6%	-	\$ -	-%	18.0%	-
- 200 bp	\$ (55,007)	-26.35%	11.5%	(412)	\$ (45,606)	-24.76%	13.6%	(446)

Management believes that the MV methodology overcomes three shortcomings of the typical maturity gap methodology. First, it does not use arbitrary repricing intervals and accounts for all expected future cash flows. Second, because the MV method projects cash flows of each financial instrument under different interest rate environments, it can incorporate the effect of embedded options on an institution's interest rate risk exposure. Third, it allows interest rates on different instruments to change by varying amounts in response to a change in market interest rates, resulting in more accurate estimates of cash flows.

However, as with any method of gauging interest rate risk, there are certain shortcomings inherent to the MV methodology. The model assumes interest rate changes are instantaneous parallel shifts in the yield curve. In reality, rate changes are rarely instantaneous. The use of the simplifying assumption that short-term and long-term rates change by the same degree may also misstate historic rate patterns, which rarely show parallel yield curve shifts. Further, the model assumes that certain assets and liabilities of similar maturity or period to repricing will react in the same way to changes in rates. In reality, certain types of financial instruments may react in advance of changes in market rates, while the reaction of other types of financial instruments may lag behind the change in general market rates. Additionally, the MV methodology does not reflect the full impact of annual and lifetime restrictions on changes in rates for certain assets, such as adjustable rate loans. When interest rates change, actual loan prepayments and actual early withdrawals from certificates may deviate significantly from the assumptions used in the model. Finally, this methodology does not measure or reflect the impact that higher rates may have on adjustable-rate loan clients' ability to service their debt. All of these factors are considered in monitoring the Company's exposure to interest rate risk.

CRITICAL ACCOUNTING POLICIES

General

The Company's consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The financial information contained within our consolidated financial statements is, to a significant extent, based on approximate measures of the financial effects of transactions and events that have already occurred. A variety of factors could affect the ultimate value that is obtained either when earning income, recognizing an expense, recovering an asset or relieving a liability. In certain instances, we use a discount factor and prepayment assumptions to determine the present value of assets and liabilities. A change in the discount factor or prepayment speeds could increase or decrease the values of those assets and liabilities which would result in either a beneficial or adverse impact to our financial results. We use historical loss factors as one factor in determining the inherent loss that may be present in our loan portfolio. Actual losses could differ significantly from the historical factors that we use. The Company adopted Statement 123R on January 1, 2006, and elected the modified prospective method, under which prior periods are not revised for comparative purposes. Other estimates that we use are related to the expected useful lives of our depreciable assets. In addition, GAAP itself may change from one previously acceptable method to another method, although the economics of our transactions would be the same.

Allowance for Loan Losses

The allowance for loan losses is an estimate of the losses in our loan portfolio. Our accounting for estimated loan losses is discussed under the heading "Allowance for Loan Losses" beginning on page 34.

Loan Sales and Servicing

The amounts of gains recorded on sales of loans and the initial recording of servicing assets and I/O strips are based on the estimated fair values of the respective components. In recording the initial value of the servicing assets and the fair value of the I/O strips receivable, the Company uses estimates which are made on management's expectations of future prepayment and discount rates as discussed in Note 3 to the consolidated financial statements.

Stock Based Compensation

We grant stock options to purchase our common stock to our employees and directors under the 2004 Plan. We also granted our chief executive officer restricted stock when he joined the Company. Additionally, we have outstanding options that were granted under an option plan from which we no longer make grants. The benefits provided under all of these plans are subject to the provisions of FASB Statement 123(Revised), "Share-Based Payments," which we adopted effective January 1, 2006. We elected to use the modified prospective application in adopting Statement 123R and therefore have not restated results for prior periods. The valuation provisions of Statement 123R apply to new awards and to awards that are outstanding on the adoption date and subsequently modified or cancelled. Our results of operations for 2007 and 2006 were impacted by the recognition of non cash expense related to the fair value of our share-based compensation awards as discussed in Notes 1 and 10 to the consolidated financial statements.

The determination of fair value of stock-based payment awards on the date of grant using the Black-Scholes model is affected by our stock price, as well as the input of other subjective assumptions. These assumptions include, but are not limited to, the expected term of stock options and our expected stock price volatility over the term of the awards. Our stock options have characteristics significantly different from those of traded options, and changes in the assumptions can materially affect the fair value estimates.

Statement 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. If actual forfeitures vary from our estimates, we will recognize the difference in compensation expense in the period the actual forfeitures occur or when options vest.

Our accounting for stock options is disclosed primarily in Notes 1 and 10 to the consolidated financial statements.

Accounting for goodwill and other intangible assets

The Company accounts for acquisitions using the purchase method of accounting. Under the purchase method, assets acquired and liabilities assumed are recorded at their estimated fair values at the date of acquisition. Management utilizes various valuation techniques including discounted cash flow analyses to determine these fair values. Any excess of the purchase price over amounts allocated to the acquired assets, including identifiable intangible assets, and liabilities assumed is recorded as goodwill.

Goodwill and intangible assets are evaluated at least annually for impairment or more frequently if events or circumstances, such as changes in economic or market conditions, indicate that impairment may exist. Goodwill is tested for impairment at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment for which discrete financial information is available and regularly reviewed by management. If the fair value of the reporting unit including goodwill is determined to be less than the carrying amount of the reporting unit, a further test is required to measure the amount of impairment. If an impairment loss exists, the carrying amount of the goodwill is adjusted to a new cost basis. For purposes of the goodwill impairment test, fair value techniques based on multiples of earnings or book value are used to determine the fair value of the Company's reporting units. Management believes the multiples used in these calculations are consistent with current industry practice for valuing similar types of companies.

Intangible assets consist of core deposit intangibles and customer relationship intangible assets arising from the acquisition of Diablo Valley Bank in 2007. These assets are amortized over their estimated useful lives. Impairment testing of these assets is performed at the individual asset level. Impairment exists if the carrying amount of the asset exceeds its fair value at the date of the impairment test. For intangible assets, estimates of expected future cash flows (cash inflows less cash outflows) that are directly associated with an intangible asset are used to determine the fair value of that asset. Management makes certain estimates and assumptions in determining the expected future cash flows from core deposit and customer relationship intangibles including account attrition, expected lives, discount rates, interest rates, servicing costs and other factors. Significant changes in these estimates and assumptions could adversely impact the valuation of these intangible assets.

If an impairment loss exists, the carrying amount of the intangible asset is adjusted to a new cost basis. The new cost basis is amortized over the remaining useful life of the asset.

ITEM 7A - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a financial institution, the Company's primary component of market risk is interest rate volatility. Fluctuations in interest rates will ultimately impact both the level of income and expense recorded on most of the Company's assets and liabilities, and the market value of all interest-earning assets, other than those which have a short term to maturity. Based upon the nature of the Company's operations, the Company is not subject to foreign exchange or commodity price risk. The Company has no market risk sensitive instruments held for trading purposes. As of December 31, 2007, the Company does not use interest rate derivatives to hedge its interest rate risk.

The information concerning quantitative and qualitative disclosure or market risk called for by Item 305 of Regulation S-K is included as part of Item 7 above. See page 41.

ITEM 8 - FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements and report of the Independent Registered Public Accounting Firm are set forth on pages 49 through 77.

ITEM 9 – CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None

ITEM 9A – CONTROLS AND PROCEDURES

Disclosure Control and Procedures

The Company has carried out an evaluation, under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2007. As defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), disclosure controls and procedures are controls and procedures designed to reasonably assure that information required to be disclosed in our reports filed or submitted under the Exchange Act are recorded, processed, summarized and reported on a timely basis. Disclosure controls are also designed to reasonably assure that such information is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded the Company's disclosure controls were effective as of December 31, 2007, the period covered by this report on Form 10K.

Management's Annual Report on Internal Control over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting. As defined in Rule 13a-15(f) under the Exchange Act, internal control over financial reporting is a process designed by, or under the supervision of, a company's principal executive and principal financial officers and effected by a company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. It includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of a company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of a company are being made only in accordance with authorizations of management and the board of directors of the company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of a company's assets that could have a material effect on its financial statements.

Because of the inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Company's management has used the criteria established in "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") to evaluate the effectiveness of the Company's internal control over financial reporting. Based on our assessment, management has concluded that our internal control over financial reporting, based on criteria established in "Internal Control-Integrated Framework" issued by COSO was effective as of December 31, 2007.

The Company's independent registered public accounting firm has audited the Company's internal control over financial reporting. The report of Crowe Chizek and Company LLP precedes the consolidated financial statements in this annual report.

Inherent Limitations on Effectiveness of Controls

The Company's management, including the CEO and CFO, does not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of controls effectiveness to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting that occurred during the quarter ended December 31, 2007 that has materially affected or is reasonably likely to materially affect our internal control over financial reporting.

ITEM 9B – OTHER INFORMATION

None

PART III

ITEM 10 – DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such Information is incorporated herein by reference.

We have adopted a code of ethics that applies to our Chief Executive Officer, Chief Financial Officer, and to our other principal financial officers. The code of ethics is available at the Governance Documents section of our website at www.heritagecommercecorp.com. We intend to disclose future amendments to, or waivers from, certain provisions of our code of ethics on the above website within four business days following the date of such amendment or waiver.

ITEM 11 - EXECUTIVE COMPENSATION

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 12 - SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 13 - CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A, with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 14 – PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A, with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

PART IV

ITEM 15 - EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) FINANCIAL STATEMENTS

The Financial Statements of the Company and the Report of Independent Registered Public Accounting Firm are set forth on pages 49 through 77.

(a)(2) FINANCIAL STATEMENT SCHEDULES

All schedules to the Financial Statements are omitted because of the absence of the conditions under which they are required or because the required information is included in the Financial Statements or accompanying notes.

(a)(3) EXHIBITS

The exhibit list required by this Item is incorporated by reference to the Exhibit Index included in this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Company has duly caused this report on Form 10-K to be signed on its behalf by the undersigned thereunto duly authorized.

Heritage Commerce Corp
BY: /s/ Walter T. Kaczmarek
Walter T. Kaczmarek
Chief Executive Officer

DATE: March 17, 2008

Pursuant to the requirements of Section 13 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ FRANK BISCEGLIA</u> Frank Bisceglia	Director	March 17, 2008
<u>/s/ JAMES BLAIR</u> James Blair	Director	March 17, 2008
<u>/s/ JACK CONNER</u> Jack Conner	Director and Chairman of the Board	March 17, 2008
<u>/s/ WILLIAM DEL BIAGGIO, JR.</u> William Del Biaggio, Jr.	Director	March 17, 2008
<u>/s/ WALTER T. KACZMAREK</u> Walter T. Kaczmarek	Director and Chief Executive Officer and President (Principle Executive Officer)	March 17, 2008
<u>/s/ LAWRENCE D. MCGOVERN</u> Lawrence D. McGovern	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 17, 2008
<u>/s/ ROBERT MOLES</u> Robert Moles	Director	March 17, 2008
<u>/s/ LON NORMANDIN</u> Lon Normandin	Director	March 17, 2008
<u>/s/ JACK PECKHAM</u> Jack Peckham	Director	March 17, 2008
<u>/s/ HUMPHREY POLANEN</u> Humphrey Polanen	Director	March 17, 2008
<u>/s/ CHARLES TOENISKOETTER</u> Charles Toeniskoetter	Director	March 17, 2008
<u>/s/ RANSON WEBSTER</u> Ranson Webster	Director	March 17, 2008
<u>/s/ JOHN J. HOUNSLOW</u> John J. Hounslow	Director	March 17, 2008
<u>/s/ MARK LEFANOWICZ</u> Mark Lefanowicz	Director	March 17, 2008

HERITAGE COMMERCE CORP
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DECEMBER 31, 2007

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Board of Directors
Heritage Commerce Corp
San Jose, California

We have audited the accompanying consolidated balance sheets of Heritage Commerce Corp as of December 31, 2007 and 2006, and the related consolidated income statements, statements of changes in shareholders' equity and statements of cash flows for each of the three years in the period ended December 31, 2007. We also have audited Heritage Commerce Corp's internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Heritage Commerce Corp's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting in the accompanying Management's Annual Report on Internal Control over Financial Reporting included in Item 9A in Form 10-K. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Heritage Commerce Corp as of December 31, 2007 and 2006, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2007 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, Heritage Commerce Corp maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ Crowe Chizek and Company LLP
Oak Brook, Illinois

March 17, 2008

**HERITAGE COMMERCE CORP
CONSOLIDATED BALANCE SHEETS**

(Dollars in thousands)	December 31, 2007	December 31, 2006
Assets		
Cash and due from banks	\$ 39,793	\$ 34,285
Federal funds sold	9,300	15,100
Total cash and cash equivalents	49,093	49,385
Securities available for sale, at fair value	135,402	172,298
Loans held for sale, at lower of cost or market	-	33,752
Loans, net of deferred costs	1,036,465	709,236
Allowance for loan losses	(12,218)	(9,279)
Loans, net	1,024,247	699,957
Federal Home Loan Bank and Federal Reserve Bank stock, at cost	7,002	6,113
Company owned life insurance	38,643	36,174
Premises and equipment, net	9,308	2,539
Goodwill	43,181	-
Intangible assets	4,972	-
Accrued interest receivable and other assets	35,624	36,920
Total assets	\$ 1,347,472	\$ 1,037,138
Liabilities and Shareholders' Equity		
Liabilities:		
Deposits		
Demand, noninterest bearing	\$ 268,005	\$ 231,841
Demand, interest bearing	150,527	133,413
Savings and money market	432,293	307,266
Time deposits, under \$100	34,092	31,097
Time deposits, \$100 and over	139,562	111,017
Brokered deposits	39,747	31,959
Total deposits	1,064,226	846,593
Notes payable to subsidiary grantor trusts	23,702	23,702
Securities sold under agreement to repurchase	10,900	21,800
Other short-term borrowings	60,000	-
Accrued interest payable and other liabilities	23,820	22,223
Total liabilities	1,182,648	914,318
Shareholders' equity:		
Preferred stock, no par value; 10,000,000 shares authorized; none outstanding	-	-
Common Stock, no par value; 30,000,000 shares authorized; shares outstanding: 12,774,926 in 2007 and 11,656,943 in 2006	92,414	62,363
Retained earnings	73,298	62,452
Accumulated other comprehensive loss	(888)	(1,995)
Total shareholders' equity	164,824	122,820
Total liabilities and shareholders' equity	\$ 1,347,472	\$ 1,037,138

See notes to consolidated financial statements

HERITAGE COMMERCE CORP
CONSOLIDATED INCOME STATEMENTS

(Dollars in thousands, except per share data)	Years Ended December 31,		
	2007	2006	2005
Interest income:			
Loans, including fees	\$ 68,405	\$ 61,859	\$ 54,643
Securities, taxable	7,481	7,614	7,042
Securities, non-taxable	155	182	205
Interest bearing deposits in other financial institutions	141	132	97
Federal funds sold	2,530	3,170	1,769
Total interest income	78,712	72,957	63,756
Interest expense:			
Deposits	24,211	19,588	12,849
Notes payable to subsidiary grantor trusts	2,329	2,310	2,136
Repurchase agreements	387	627	922
Other borrowings	85	-	-
Total interest expense	27,012	22,525	15,907
Net interest income before provision for loan losses	51,700	50,432	47,849
Provision for loan losses	(11)	(503)	313
Net interest income after provision for loan losses	51,711	50,935	47,536
Noninterest income:			
Gain on sale of SBA loans	1,766	3,337	2,871
Gain on sale of Capital Group loan portfolio	-	671	-
Servicing income	2,181	1,860	1,838
Increase in cash surrender value of life insurance	1,443	1,439	1,236
Service charges and fees on deposit accounts	1,284	1,335	1,468
Gain on sale of leased equipment	-	-	299
Equipment leasing	-	-	131
Other	1,378	1,198	1,580
Total noninterest income	8,052	9,840	9,423
Noninterest expense:			
Salaries and employee benefits	21,160	19,414	19,845
Occupancy	3,557	3,110	3,254
Professional fees	2,342	1,688	1,617
Advertising and promotion	1,092	1,064	985
Data processing	867	806	661
Low income housing investment losses and writedowns	828	995	957
Client services	820	1,000	1,404
Furniture and equipment	638	517	734
Intangible asset amortization	352	-	-
Retirement plan expense	274	352	619
Amortization of leased equipment	-	-	334
Other	5,600	5,322	4,823
Total noninterest expense	37,530	34,268	35,233
Income before income taxes	22,233	26,507	21,726
Income tax expense	8,137	9,237	7,280
Net income	\$ 14,096	\$ 17,270	\$ 14,446
Earnings per share:			
Basic	\$ 1.14	\$ 1.47	\$ 1.22
Diluted	\$ 1.12	\$ 1.44	\$ 1.19

See notes to consolidated financial statements

HERITAGE COMMERCE CORP
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 2007, 2006, AND 2005

	Common Stock		Unearned	Unallocated	Accumulated	Retained Earnings	Total Shareholders' Equity	Comprehensive Income
	Shares	Amount	Restricted Stock Award	ESOP Shares	Other Comprehensive Income (Loss)			
(Dollars in thousands, except shares)								
Balance, January 1, 2005	11,669,837	\$ 67,409	\$ -	\$ (193)	\$ (1,730)	\$ 33,093	\$ 98,579	\$ 14,446
Net Income	-	-	-	-	-	14,446	14,446	14,446
Net change in unrealized gain/loss on securities available-for-sale and I/O strips, net of reclassification adjustment and deferred income taxes	-	-	-	-	(664)	-	(664)	(664)
Increase in pension liability, net of deferred income taxes	-	-	-	-	(327)	-	(327)	(327)
Total comprehensive income								<u>\$ 13,455</u>
ESOP shares released	-	284	-	193	-	-	477	
Restricted stock award	51,000	926	(926)	-	-	-	-	
Amortization of restricted stock award	-	-	123	-	-	-	123	
Redemption payment on common stock	-	(12)	-	-	-	-	(12)	
Common stock repurchased	(300,160)	(5,732)	-	-	-	-	(5,732)	
Stock options exercised, including related tax benefits	386,972	4,727	-	-	-	-	4,727	
Balance, December 31, 2005	11,807,649	67,602	(803)	-	(2,721)	47,539	111,617	
Net Income	-	-	-	-	-	17,270	17,270	17,270
Net change in unrealized gain/loss on securities available-for-sale and I/O strips, net of reclassification adjustment and deferred income taxes	-	-	-	-	377	-	377	377
Decrease in pension liability, net of deferred income taxes	-	-	-	-	349	-	349	349
Total comprehensive income								<u>\$ 17,996</u>
Reclassification of unearned restricted stock award upon adoption of Statement 123 (revised 2004)	-	(803)	803	-	-	-	-	
Amortization of restricted stock award	-	154	-	-	-	-	154	
Cash dividend declared on common stock, \$0.20 per share	-	-	-	-	-	(2,357)	(2,357)	
Common stock repurchased	(330,300)	(7,888)	-	-	-	-	(7,888)	
Stock option expense	-	780	-	-	-	-	780	
Stock options exercised, including related tax benefits	179,594	2,518	-	-	-	-	2,518	
Balance, December 31, 2006	11,656,943	62,363	-	-	(1,995)	62,452	122,820	
Net Income	-	-	-	-	-	14,096	14,096	14,096
Net change in unrealized gain/loss on securities available-for-sale and I/O strips, net of reclassification adjustment and deferred income taxes	-	-	-	-	1,028	-	1,028	1,028
Decrease in pension liability, net of deferred income taxes	-	-	-	-	79	-	79	79
Total comprehensive income								<u>\$ 15,203</u>
Issuance of 1,732,298 shares to acquire Diablo Valley Bank, net of offering costs of \$214	1,732,298	41,183	-	-	-	-	41,183	
Amortization of restricted stock award	-	154	-	-	-	-	154	
Cash dividend declared on common stock, \$0.26 per share	-	-	-	-	-	(3,250)	(3,250)	
Common stock repurchased	(698,190)	(13,653)	-	-	-	-	(13,653)	
Stock option expense	-	1,159	-	-	-	-	1,159	
Stock options exercised, including related tax benefits	83,875	1,208	-	-	-	-	1,208	
Balance, December 31, 2007	12,774,926	\$ 92,414	\$ -	\$ -	\$ (888)	\$ 73,298	\$ 164,824	

See notes to consolidated financial statements

HERITAGE COMMERCE CORP
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Dollars in thousands)	Years ended December 31,		
	2007	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 14,096	\$ 17,270	\$ 14,446
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	776	662	988
Provision for loan losses	(11)	(503)	313
Gain on sale of leased equipment	-	-	(299)
Deferred income tax benefit	(225)	(319)	(360)
Non-cash compensation expense related to ESOP plan	-	-	477
Stock option expense	1,159	780	-
Amortization of other intangible assets	352	-	-
Amortization of restricted stock award	154	154	123
Amortization (accretion) of discounts and premiums on securities	95	(1,087)	928
Gain on sale of Capital Group loan portfolio	-	(671)	-
Gain on sale of SBA loans	(1,766)	(3,337)	(2,871)
Proceeds from sales of loans held for sale	35,529	65,466	51,176
Change in SBA loans held for sale	(17,469)	(51,100)	(58,876)
Increase in cash surrender value of life insurance	(1,443)	(1,439)	(1,236)
Other non-cash income	(230)	-	-
Effect of changes in:			
Accrued interest receivable and other assets	3,162	4,270	(7,181)
Accrued interest payable and other liabilities	352	1,562	4,909
Net cash provided by operating activities	34,531	31,708	2,537
CASH FLOWS FROM INVESTING ACTIVITIES:			
Net change in loans (including purchase of \$10,306 in 2006)	(104,078)	(27,591)	11,768
Proceeds from sale of Capital Group loan portfolio	-	30,047	-
Net decrease in Capital Group loan portfolio prior to sale	-	2,681	-
Purchases of securities available-for-sale	(9,322)	(64,018)	(26,087)
Maturities/Paydowns/Calls of securities available-for-sale	61,344	92,274	57,707
Sale of leased equipment	-	-	687
Purchases of company owned life insurance	-	-	(7,196)
Purchase of premises and equipment	(704)	(660)	(346)
Redemption (Purchase) of restricted stock and other investments	58	(254)	(1,164)
Cash received in bank acquisition, net of cash paid	16,407	-	-
Net cash provided by (used in) investing activities	(36,295)	32,479	35,369
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net change in deposits	(31,390)	(93,166)	21,224
Payment of other liability	(329)	(1,469)	(2,299)
Exercise of stock options	1,208	2,518	4,727
Stock offering cost	(214)	-	-
Common stock repurchased	(13,653)	(7,888)	(5,744)
Payment of cash dividend	(3,250)	(2,357)	-
Proceeds from other short-term borrowings	60,000	-	-
Repayment of securities under agreement to repurchase	(10,900)	(10,900)	(15,100)
Net cash provided by (used in) financing activities	1,472	(113,262)	2,808
Net increase (decrease) in cash and cash equivalents	(292)	(49,075)	40,714
Cash and cash equivalents, beginning of year	49,385	98,460	57,746
Cash and cash equivalents, end of year	\$ 49,093	\$ 49,385	\$ 98,460

Supplemental disclosures of cash flow information:

Cash paid during the year for:

Interest	\$	27,216	\$	22,285	\$	15,291
Income taxes	\$	6,319	\$	4,781	\$	13,828

Supplemental schedule of non-cash investing activity:

Transfer of commercial loans (Capital Group loan portfolio) to loans held-for-sale	\$	-	\$	-	\$	32,057
Transfer of portfolio loans to loans held for sale	\$	972	\$	-	\$	-
Transfer of loans held for sale to loan portfolio	\$	18,430	\$	1,962	\$	5,428
Loans transferred to foreclosed assets	\$	1,062	\$	-	\$	-

Summary of assets acquired, and liabilities assumed through acquisition:

Cash and cash equivalents	\$	41,807	-	-
Securities available-for-sale	\$	12,214	-	-
Net loans	\$	203,805	-	-
Goodwill and other intangible assets	\$	48,506	-	-
Premises and equipment	\$	6,841	-	-
Company owned life insurance	\$	1,026	-	-
Federal Home Loan Bank Stock	\$	717	-	-
Other assets, net	\$	2,615	-	-
Deposits	\$	(249,023)	-	-
Other liabilities	\$	(1,711)	-	-
Common stock issued to acquire Diablo Valley Bank	\$	41,397	-	-

See notes to consolidated financial statements

HERITAGE COMMERCE CORP
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Summary of Significant Accounting Policies

Description of Business and Basis of Presentation

Heritage Commerce Corp (the "Company") operates as a bank holding company for its wholly owned subsidiary Heritage Bank of Commerce ("HBC" or "the Bank"). HBC is a California state chartered bank which offers a full range of commercial and personal banking services to residents and the business/professional community in Santa Clara, Alameda, and Contra Costa counties, California. As discussed in Note 6, the Company acquired Diablo Valley Bank ("DVB") on June 20, 2007 and merged DVB into HBC. HBC was incorporated on November 23, 1993 and commenced operations on June 8, 1994.

The consolidated financial statements include the accounts of the Company and its subsidiary bank. All inter-company accounts and transactions have been eliminated.

The Company also has four other subsidiaries, Heritage Capital Trust I and Heritage Statutory Trust I, formed in 2000, Heritage Statutory Trust II, formed in 2001, and Heritage Statutory Trust III, formed in 2002, which are Delaware statutory business trusts formed for the exclusive purpose of issuing trust preferred securities. These subsidiary trusts are not consolidated in the Company's consolidated financial statements and the subordinated debt payable to subsidiary grantor trusts is recorded as debt of the Company to the related trusts.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The allowance for loan losses, loan servicing rights, defined benefit pension obligation, interest-only strip receivables, purchase accounting adjustments, and the fair values of financial instruments are particularly subject to change.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, amounts due from banks, and Federal funds sold. Generally, Federal funds are sold and purchased for one-day periods.

Cash Flows

Net cash flows are reported for customer loan and deposit transactions, Federal funds purchased, repurchase agreements and other short-term borrowings.

Securities

The Company classifies its securities as either available-for-sale or held-to-maturity at the time of purchase. Securities available-for-sale are recorded at fair value with a corresponding recognition of the net unrealized holding gain or loss, net of deferred income taxes, as a net amount within accumulated other comprehensive income (loss), which is a separate component of shareholders' equity. Securities held-to-maturity are recorded at amortized cost, based on the Company's positive intent and ability to hold the securities to maturity. As of December 31, 2007 and 2006, all the Company's securities were classified as available-for-sale securities.

A decline in the fair value of any available-for-sale or held-to-maturity security below amortized cost that is deemed other than temporary results in a charge to earnings and the corresponding establishment of a new cost basis for the security. In estimating other-than-temporary losses, management considers (1) the length of time and extent that fair value has been less than cost, (2) the financial condition and near-term prospects of the issuer, and (3) the Company's ability and intent to hold the security for a period sufficient to allow for any anticipated recovery in fair value.

Interest income includes amortization of purchase premiums or discount. Premiums and discounts are amortized, or accreted, over the life of the related security as an adjustment to income using a method that approximates the interest method. Realized gains and losses are recorded on the trade date and determined using the specific identification method for the cost of securities sold.

Federal Home Loan Bank (“FHLB”) and Federal Reserve Bank (“FRB”) Stock

The Bank is a member of the FHLB system. Members are required to own a certain amount of stock based on the level of borrowings and other factors, and may invest in additional amounts. The FHLB stock is carried at cost, classified as a restricted security, and periodically evaluated for impairment. Because this stock is viewed as a long term investment, impairment is based on ultimate recovery of par value. Both cash and stock dividends are reported as income. The Bank is also member of the FRB. FRB stock is classified as a restricted security, and cash dividends are reported as income.

Loans Held for Sale

The Company held for sale the guaranteed portion of certain loans guaranteed by the Small Business Administration or the U.S. Department of Agriculture (collectively referred to as “SBA loans”). These loans were carried at the lower of aggregate cost or market. Net unrealized losses, if any, were recorded as a valuation allowance and charged to earnings.

Gains or losses on SBA loans held for sale were recognized upon completion of the sale, based on the difference between the net sales proceeds and the relative fair value of the guaranteed portion of the loan sold compared to the relative fair value of the unguaranteed portion.

SBA loans were sold with servicing retained. The servicing assets that result from the sale of SBA loans consist of servicing rights and interest-only strip receivables (“I/O strips”).

The Company accounts for the sale and servicing of SBA loans based on the financial and servicing assets it controls and liabilities it has incurred, derecognizing financial assets when control has been surrendered, and derecognizing liabilities when extinguished. Servicing rights are measured at their fair value and are amortized in proportion to and over the period of net servicing income and are assessed for impairment on an ongoing basis. Impairment is determined by stratifying the servicing rights based on interest rates and terms. Any servicing assets in excess of the contractually specified servicing fees are reclassified at fair value as an I/O strip receivable and treated like an available for sale security. Fair value is determined using prices for similar assets with similar characteristics, when available, or based upon discounted cash flows using market-based assumptions. Impairment is recognized through a valuation allowance. The servicing rights, net of any required valuation allowance, and I/O strip receivable are included in other assets.

In March, 2006, FASB issued Statement 156, *Accounting for Servicing of Financial Assets - An Amendment of FASB Statement No. 140*. This standard amends the guidance in Statement 140, with respect to the accounting for separately recognized servicing assets and servicing liabilities. Among other requirements, Statement 156 requires an entity to recognize a servicing asset or servicing liability each time it undertakes an obligation to service a financial asset by entering into a servicing contract in certain situations, including a transfer of loans with servicing retained that meets the requirements for sale accounting. Statement 156 is effective as of the beginning of an entity’s first fiscal year that begins after September 15, 2006. The adoption of this standard did not have a material impact on the Company’s financial statements.

Loans

Loans that management has the intent and ability to hold for the foreseeable future or maturity or payoff are stated at the principal amount outstanding, net of deferred loan origination fees and costs. The majority of the Company’s loans have variable interest rates. Interest on loans is accrued on the unpaid principal balance and is credited to income using the effective yield interest method.

Generally, if a loan is classified as non-accrual, the accrual of interest is discontinued, any accrued and unpaid interest is reversed, and the amortization of deferred loan fees and costs is discontinued. Loans are classified as non-accrual when the payment of principal or interest is 90 days past due, unless the amount is well secured and in the process of collection. Any interest or principal payments received on nonaccrual loans are applied toward reduction of principal. Nonaccrual loans generally are not returned to performing status until the obligation is brought current, the loan has performed in accordance with the contract terms for a reasonable period of time, and the ultimate collectibility of the contractual principal and interest is no longer in doubt.

Non-refundable loan fees and direct origination costs are deferred and recognized over the expected lives of the related loans using the effective yield interest method.

Allowance for Loan Losses

The Company maintains an allowance for loan losses to absorb probable losses incurred in the loan portfolio. The allowance is based on ongoing, quarterly assessments of the probable estimated losses. Loans are charged against the allowance when management believes that the uncollectibility of a loan balance is confirmed. The allowance is increased by the provision for loan losses, which is charged against current period operating results, and decreased by loan charge-offs, net of recoveries. The Company’s methodology for assessing the adequacy of the allowance consists of several key elements, which include the formula allowance and specific allowances.

The formula allowance is calculated by applying loss factors to pools of outstanding loans. Loss factors are based on the Company's historical loss experience, adjusted for significant factors that, in management's judgment, affect the collectibility of the portfolio as of the evaluation date. The adjustment factors for the formula allowance may include current economic and business conditions affecting the key lending areas of the Company, in particular the technology industry and the real estate market, credit quality trends, collateral values, loan volumes and concentrations, specific industry conditions within portfolio segments, recent loss experience in particular segments of the portfolio, duration of the current business cycle, and bank regulatory examination results. The evaluation of the inherent loss with respect to these conditions is subject to a higher degree of uncertainty.

Specific allowances are established for impaired loans, but the entire allowance is available for any loan that, in management's judgment, should be charged off. Management considers a loan to be impaired when it is probable that the Company will be unable to collect all amounts due according to the original contractual terms of the loan agreement. When a loan is considered to be impaired, the amount of impairment is measured based on the present value of expected future cash flows discounted at the loan's effective interest rate, or the fair value of the collateral if the loan is collateral dependent. Commercial, land and construction and commercial real estate loans are individually evaluated for impairment. Large groups of smaller balance homogeneous loans, such as consumer and residential real estate loans, are collectively evaluated for impairment and, accordingly, they are not separately identified for impairment disclosures.

Loan Commitments and Related Financial Instruments

Financial instruments include off-balance sheet credit instruments, such as commitments to make loans and commercial letters of credit, issued to meet customer financing needs. The face amount for these items represents the exposure to loss, before considering customer collateral or ability to repay. Such financial instruments are recorded when they are funded.

Loss Contingencies

Loss contingencies, including claims and legal actions arising in the ordinary course of business, are recorded as liabilities when the likelihood of loss is probable and an amount or range of loss can be reasonably estimated. Management does not believe that the ultimate loss from such matters, if any, will have a material effect on the financial statements.

Company Owned Life Insurance

The Company has purchased life insurance policies on certain directors and officers. Upon adoption of EITF 06-5, which is discussed further below, Company owned life insurance is recorded at the amount that can be realized under the insurance contract at the balance sheet date, which is the cash surrender value adjusted for other charges or other amounts due that are probable at settlement. Prior to adoption of EITF 06-5, the Company recorded owned life insurance at its cash surrender value.

In September 2006, the FASB Emerging Issues Task Force ("EITF") finalized Issue No. 06-5, *Accounting for Purchases of Life Insurance - Determining the Amount That Could Be Realized in Accordance with FASB Technical Bulletin No. 85-4 (Accounting for Purchases of Life Insurance)*. This issue requires that a policyholder consider contractual terms of a life insurance policy in determining the amount that could be realized under the insurance contract. It also requires that if the contract provides for a greater surrender value if all individual policies in a group are surrendered at the same time, that the surrender value be determined based on the assumption that policies will be surrendered on an individual basis. Lastly, the issue discusses whether the cash surrender value should be discounted when the policyholder is contractually limited in its ability to surrender a policy. This issue is effective for fiscal years beginning after December 15, 2006. The adoption of this issue did not have a material impact on the financial statements.

In September 2006, the EITF finalized Issue No. 06-4, *Accounting for Deferred Compensation and Postretirement Benefit Aspects of Endorsement Split-Dollar Life Insurance Arrangements*. This issue requires that a liability be recorded during the service period when a split-dollar life insurance agreement continues after participants' employment or retirement. The required accrued liability will be on either the post-employment benefit cost for the continuing life insurance or based on the future death benefit depending on the contractual terms of the underlying agreement. This issue is effective for fiscal years beginning after December 15, 2007.

The Company will adopt EITF 06-4 on January 1, 2008, which will result in a cumulative effect adjustment to decrease retained earnings. Management is in the process of completing its calculations and estimates that the cumulative effect will be a decrease to retained earnings in the range of \$3.0 million to \$4.0 million, net of deferred taxes.

Goodwill and Intangible Assets

Goodwill results from the acquisition of Diablo Valley Bank and represents the excess of the purchase price over the fair value of acquired tangible assets and liabilities and identifiable intangible assets. Goodwill is assessed at least annually for impairment and any such impairment will be recognized in the period identified.

Other intangible assets consist of core deposit and customer relationship intangible assets arising from the Diablo Valley Bank acquisition. They are initially measured at fair value and then are amortized on an accelerated method over their estimated useful lives. The core deposit and customer relationship intangible assets are being amortized over ten and seven years, respectively.

Retirement Plans

Pension expense is the net of service and interest cost, return on plan assets and amortization of gains and losses not immediately recognized. Employee 401(k) and profit sharing plan expense is the amount of matching contributions. Deferred compensation and supplemental retirement plan expense allocates the benefits over years of service.

Premises and Equipment

Land is carried at cost. Premises and equipment are stated at cost. Depreciation and amortization are computed on a straight-line basis over the lesser of the respective lease terms or estimated useful lives. The Company owns one building which is being depreciated over 40 years. Furniture, equipment, and leasehold improvements are depreciated over estimated useful lives generally ranging from five to fifteen years. The Company evaluates the recoverability of long-lived assets on an on-going basis.

Income Taxes

The Company files consolidated Federal and combined state income tax returns. Income tax expense is the total of the current year income tax payable or refundable and the change in deferred tax assets and liabilities. Deferred tax assets and liabilities are the expected future tax amounts for the temporary differences between carrying amounts and tax basis of assets and liabilities, computed using enacted tax rates. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized.

The Company adopted FASB Interpretation 48 (“FIN 48”) “Accounting for Uncertainty in Income Taxes”, as of January 1, 2007. Under FIN 48, a tax position is recognized as a benefit only if it is “more likely than not” that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the “more likely than not” test, no tax benefit is recorded. The adoption of this standard did not have a material impact on the Company’s financial statements.

The Company recognizes interest related to income tax matters as interest expense and penalties related to income tax matters as other noninterest expense.

Earnings per Share

Basic earnings per share are computed by dividing net income by the weighted average common shares outstanding. Diluted earnings per share reflect potential dilution from outstanding stock options, using the treasury stock method. There were 447,526, 167,763 and 25,225 stock options for 2007, 2006, and 2005 that were considered to be antidilutive and excluded from the computation of diluted earnings per share. For each of the years presented, net income is the same for basic and diluted earnings per share. Reconciliation of weighted average shares used in computing basic and diluted earnings per share is as follows

	Year ended December 31,		
	2007	2006	2005
Weighted average common shares outstanding - used in computing basic earnings per share	12,398,270	11,725,671	11,795,635
Dilutive effect of stock options outstanding, using the treasury stock method	138,470	230,762	311,595
Shares used in computing diluted earnings per share	<u>12,536,740</u>	<u>11,956,433</u>	<u>12,107,230</u>

Stock-Based Compensation

Prior to 2006, the Company accounted for stock-based awards to employees using the intrinsic value method in accordance with Accounting Principles Board (“APB”) Opinion No. 25, “Accounting for Stock Issued to Employees.” No compensation expense was recognized in the financial statements for stock option arrangements, as the Company’s stock option plan provides for the issuance of options at a price of no less than the fair market value at the date of the grant.

Effective January 1, 2006, the Company adopted Statement of Financial Accounting Standards (“SFAS”) No. 123R, Share-based Payment, using the modified prospective transition method. Accordingly, the Company has recorded stock-based employee compensation cost using the fair value method starting in 2006.

Prior to January 1, 2006, employee compensation expense under stock options was reported using the intrinsic value method; therefore, no stock-based compensation cost is reflected in net income for the year ended December 31, 2005, as all options granted had an exercise price equal to or greater than the market price of the underlying common stock at date of grant.

The following table presents the effect on net income and earnings per share if expense was measured using the fair value recognition provisions of FASB Statement No. 123, Accounting for Stock-Based Compensation, for the year ended December 31, 2005:

(Dollars in thousands, except per share data)	December 31, 2005	
Net income as reported	\$	14,446
Less: Compensation expense for stock options determined under fair value method		(438)
Pro forma net income	\$	<u>14,008</u>
Net income per common share - basic		
As reported	\$	1.22
Pro forma	\$	1.19
Net income per common share - diluted		
As reported	\$	1.19
Pro forma	\$	1.16

Comprehensive Income

Comprehensive income includes net income and other comprehensive income. The Company’s sources of other comprehensive income are unrealized gains and losses on securities available-for-sale and I/O strips, which are treated like available-for-sale securities, and the liability related to the Company’s supplemental retirement plan. The items in other comprehensive income are presented net of deferred income tax effects. Reclassification adjustments result from gains or losses on securities that were realized and included in net income of the current period that also had been included in other comprehensive income as unrealized holding gains and losses.

The following is a summary of the components of other comprehensive income (loss):

(Dollars in thousands)	Year ended December 31,		
	2007	2006	2005
Net unrealized gains (losses) on available-for-sale of securities and I/O strips during the year	\$ 1,766	\$ 650	\$ (1,212)
Less: Deferred income tax	(738)	(273)	548
Net unrealized gains (losses) on available-for-sale securities and I/O strips, net of deferred income tax	<u>1,028</u>	<u>377</u>	<u>(664)</u>
Pension liability adjustment during the year	137	601	(563)
Less: Deferred income tax	(58)	(252)	236
Pension liability adjustment, net of deferred income tax	<u>79</u>	<u>349</u>	<u>(327)</u>
Other comprehensive income (loss)	<u>\$ 1,107</u>	<u>\$ 726</u>	<u>\$ (991)</u>

Accumulated other comprehensive income (loss) consisted of the following items, net of deferred tax, at year-end.

(Dollars in thousands)	2007	2006
Unrealized net losses on securities available-for-sale and I/O strips	\$ 136	\$ (892)
Pension liability	(1,024)	(1,103)
Accumulated other comprehensive income (loss)	<u>\$ (888)</u>	<u>\$ (1,995)</u>

Segment Reporting

HBC is an independent community business bank with eleven branch offices that offer similar products to customers. No customer accounts for more than 10 percent of revenue for HBC or the Company. Management evaluates the Company's performance as a whole and does not allocate resources based on the performance of different lending or transaction activities. Accordingly, the Company and its subsidiary bank all operate as one business segment.

Reclassifications

Certain amounts in the 2006 and 2005 financial statements have been reclassified to conform to the 2007 presentation.

Adoption of Other New Accounting Standards

In February, 2006, FASB issued Statement 155, *Accounting for Certain Hybrid Instruments*. This standard amended the guidance in Statement 133, *Accounting for Derivative Instruments and Hedging Activities*, and Statement 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities*. Statement 155 permits fair value remeasurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation and clarifies which interest-only and principal-only strips are not subject to the requirements of Statement 133. Statement 155 is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. The adoption of this standard did not have a material impact on the Company's financial statements.

Newly Issued but not yet Effective Accounting Standards

In September 2006, FASB issued Statement 157, *Fair Value Measurements*. This Statement defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles ("GAAP"), and expands disclosures about fair value measurements. This Statement applies under other accounting pronouncements that require or permit fair value measurements, FASB having previously concluded in those accounting pronouncements that fair value is the relevant measurement attribute. This Statement is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. The adoption of this standard is not expected to have a material impact on the Company's financial statements.

In February 2007, FASB issued Statement 159, *The Fair Value Option for Financial Assets and Financial Liabilities*. This statement provides companies with an option to report selected financial assets and liabilities at fair value. The Standard's objective is to reduce both complexity in accounting for financial instruments and the volatility in earnings caused by measuring related assets and liabilities differently. The standard requires companies to provide additional information that will help investors and other users of financial statements to more easily understand the effect of the company's choice to use fair value on its earnings. It also requires entities to display the fair value of those assets and liabilities for which the company has chosen to use fair value on the face of the balance sheet. The new Statement does not eliminate disclosure requirements included in other accounting standards, including requirements for disclosures about fair value measurements included in Statements 157, *Fair Value Measurements*, and 107, *Disclosures about Fair Value of Financial Instruments*. This Statement is effective as of the beginning of an entity's first fiscal year that begins after November 15, 2007. The Company elected to not implement Statement 159.

On November 5, 2007, the SEC issued Staff Accounting Bulletin No. 109, *Written Loan Commitments Recorded at Fair Value through Earnings* ("SAB 109"). Previously, SAB 105, *Application of Accounting Principles to Loan Commitments*, stated that in measuring the fair value of a loan commitment, a company should not incorporate the expected net future cash flows related to the associated servicing of the loan. SAB 109 supersedes SAB 105 and indicates that the expected net future cash flows related to the associated servicing of the loan should be included in measuring fair value for all written loan commitments that are accounted for at fair value through earnings. SAB 105 also indicated that internally-developed intangible assets should not be recorded as part of the fair value of a derivative loan commitment, and SAB 109 retains that view. SAB 109 is effective for derivative loans commitments issued or modified in fiscal quarters beginning after December 15, 2007. The Company does not expect the impact of this standard to be material.

(2) Securities

The amortized cost and estimated fair value of securities at year-end were as follows:

2007 (Dollars in thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Securities available-for-sale:				
U.S. Treasury	\$ 4,942	\$ 49	\$ -	\$ 4,991
U.S. Government Agencies	35,578	256	(31)	35,803
Municipals - Tax Exempt	4,139	-	(25)	4,114
Mortgage-Backed Securities	83,811	322	(1,087)	83,046
Collateralized Mortgage Obligations	7,369	162	(83)	7,448
Total securities available-for-sale	<u>\$ 135,839</u>	<u>\$ 789</u>	<u>\$ (1,226)</u>	<u>\$ 135,402</u>

2006 (Dollars in thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Securities available-for-sale:				
U.S. Treasury	\$ 6,000	\$ -	\$ (37)	\$ 5,963
U.S. Government Agencies	59,610	27	(241)	59,396
Municipals - Tax Exempt	8,299	-	(157)	8,142
Mortgage-Backed Securities	93,150	74	(3,038)	90,186
Collateralized Mortgage Obligations	8,683	76	(148)	8,611
Total securities available-for-sale	<u>\$ 175,742</u>	<u>\$ 177</u>	<u>\$ (3,621)</u>	<u>\$ 172,298</u>

Securities classified as U.S. Government Agencies as of December 31, 2007 were issued by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and the Federal Home Loan Bank.

At year end 2007 and 2006, there were no holdings of securities of any one issuer, other than the U.S. Government and its agencies, in an amount greater than 10% of shareholders' equity.

No securities were sold in 2007, 2006 or 2005.

Securities with unrealized losses at year end, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position, are as follows:

2007 (Dollars in thousands)	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Government Agencies	1,251	(1)	2,969	(30)	4,220	(31)
Mortgage-Backed Securities	2,132	(7)	55,817	(1,080)	57,949	(1,087)
Municipals - Tax Exempt	-	-	4,117	(25)	4,117	(25)
Collateralized Mortgage Obligations	-	-	2,447	(83)	2,447	(83)
Total	<u>\$ 3,383</u>	<u>\$ (8)</u>	<u>\$ 65,350</u>	<u>\$ (1,218)</u>	<u>\$ 68,733</u>	<u>\$ (1,226)</u>

2006 (Dollars in thousands)	Less Than 12 Months		12 Months or More		Total	
	Fair	Unrealized	Fair	Unrealized	Fair	Unrealized
	Value	Losses	Value	Losses	Value	Losses
U.S. Treasury	\$ -	\$ -	\$ 5,963	\$ (37)	\$ 5,963	\$ (37)
U.S. Government Agencies	35,078	(87)	11,456	(154)	46,534	(241)
Mortgage-Backed Securities	11,691	(65)	68,421	(2,973)	80,112	(3,038)
Municipals - Tax Exempt	-	-	8,142	(157)	8,142	(157)
Collateralized Mortgage Obligations	-	-	3,257	(148)	3,257	(148)
Total	\$ 46,769	\$ (152)	\$ 97,239	\$ (3,469)	\$ 144,008	\$ (3,621)

At December 31, 2007, the Company held 78 securities, of which 34 had fair values below amortized cost. Thirty-one securities have been carried with an unrealized loss for over 12 months. Unrealized losses were primarily due to higher interest rates. No security sustained a downgrade in credit rating. The issuers are of high credit quality and all principal amounts are expected to be paid when securities mature. The fair value is expected to recover as the securities approach their maturity date and/or market rates decline. Because the Company has the ability and intent to hold these securities until a recovery of fair value, which may be maturity, the Company does not consider these securities to be other-than-temporarily impaired at December 31, 2007.

At December 31, 2006, the Company held 99 securities, of which 73 had fair values below amortized cost. Fifty-two securities have been carried with an unrealized loss for over 12 months. Unrealized losses were primarily due to higher interest rates. No security sustained a downgrade in credit rating. The issuers are of high credit quality and all principal amounts are expected to be paid when securities mature. The fair value is expected to recover as the securities approach their maturity date and/or market rates decline. Because the Company has the ability and intent to hold these securities until a recovery of fair value, which may be maturity, the Company did not consider these securities to be other-than-temporarily impaired at December 31, 2006.

The amortized cost and estimated fair values of securities as of December 31, 2007, by contractual maturity, are shown below. Expected maturities will differ from contractual maturities because borrowers may have the right to call or pre-pay obligations with or without call or pre-payment penalties.

(Dollars in thousands)	Available-for-sale	
	Amortized Cost	Estimated Fair Value
Due within one year	\$ 32,570	\$ 32,672
Due after one through five years	13,868	13,979
Due after five through ten years	17,317	17,498
Due after ten years	72,084	71,253
Total	\$ 135,839	\$ 135,402

Securities with amortized cost of \$42,174,000 and \$53,708,000 as of December 31, 2007 and 2006 were pledged to secure public and certain other deposits as required by law or contract.

(3) Loans and Loan Servicing

Loans at year-end were as follows:

(Dollars in thousands)	2007	2006
Loans held for sale	\$ -	\$ 33,752
Loans held for investment		
Commercial	\$ 411,251	\$ 284,093
Real estate - mortgage	361,211	239,041
Real estate - land and construction	215,597	143,834
Home equity	44,187	38,976
Consumer	3,044	2,422
Total loans	1,035,290	708,366
Deferred loan origination costs and fees, net	1,175	870
Allowance for loan losses	(12,218)	(9,279)
Loans, net	\$ 1,024,247	\$ 699,957

Real estate mortgage loans are primarily secured by mortgages on commercial property.

During 2006, HBC purchased \$10,306,000 of home equity loans from another bank. The premium that HBC paid over the face value of the loans was insignificant. The purchased loans are considered to be of satisfactory credit quality.

Changes in the allowance for loan losses were as follows:

(Dollars in thousands)	Year ended December 31,		
	2007	2006	2005
Balance, beginning of year	\$ 9,279	\$ 10,224	\$ 12,497
Loans charged-off	(104)	(831)	(3,273)
Recoveries	929	389	1,358
Net recoveries (charge-offs)	825	(442)	(1,915)
Provision for loan losses	(11)	(503)	313
Reclassification of allowance for loan losses	-	-	671 ⁽¹⁾
Allowance acquired in bank acquisition	2,125	-	-
Balance, end of year	\$ 12,218	\$ 9,279	\$ 10,224

(1) The Company reclassified \$671,000 of the allowance allocated to \$32 million of commercial asset based loans that were reclassified to loans held-for-sale as of December 31, 2005. Thus, the carrying value of these loans held-for-sale includes an allowance for loan losses of \$671,000.

Impaired loans were as follows:

(Dollars in thousands)	2007	2006
Year-end loans with no allocated allowance for loan losses	\$ 439	\$ 1,020
Year-end loans with allocated allowance for loan losses	6,620	8,011
Total	\$ 7,059	\$ 9,031

(Dollars in thousands)	2007	2006	2005
Amount of the allowance for loan losses allocated at year-end	\$ 1,478	\$ 1,226	\$ 2,656
Average of impaired loans during the year	\$ 8,329	\$ 13,551	\$ 16,823
Cash basis interest income recognized during impairment	\$ 103	\$ 28	\$ 110
Interest income during impairment	\$ 1,031	\$ 1,012	\$ 885

Nonperforming loans include both smaller dollar balance homogenous loans that are collectively evaluated for impairment and individually classified loans. Nonperforming loans were as follows at year-end:

(Dollars in thousands)	2007	2006
Loans past due over 90 days still on accrual	\$ 101	\$ 451
Nonaccrual loans	\$ 3,363	\$ 3,866

Concentrations of credit risk arise when a number of clients are engaged in similar business activities, or activities in the same geographic region, or have similar features that would cause their ability to meet contractual obligations to be similarly affected by changes in economic conditions. The Company's loan portfolio is concentrated in commercial (primarily manufacturing, wholesale, and service) and real estate lending, with the balance in consumer loans. While no specific industry concentration is considered significant, the Company's lending operations are located in the Company's market areas that are dependent on the technology and real estate industries and their supporting companies. Thus, the Company's borrowers could be adversely impacted by a downturn in these sectors of the economy which could reduce the demand for loans and adversely impact the borrowers' ability to repay their loans.

HBC makes loans to executive officers, directors, and their affiliates. The following table presents the loans outstanding to these related parties:

(Dollars in thousands)	2007
Balance, beginning of year	\$ 2
Advances on loans during the year	1,300
Repayment on loans during the year	(1,301)
Balance, end of year	<u>\$ 1</u>

At December 31, 2007 and 2006, the Company serviced SBA loans sold to the secondary market of approximately \$177,161,000 and \$188,844,000.

Activity for loan servicing rights follows:

(Dollars in thousands)	2007	2006
Beginning of year balance	\$ 2,154	\$ 2,171
Additions	575	1,195
Amortization	(975)	(1,212)
End of year balance	<u>\$ 1,754</u>	<u>\$ 2,154</u>

Loan servicing income is reported net of amortization. There was no valuation allowance as of December 31, 2007 and 2006, as the fair market value of the assets was greater than the carrying value. The estimated fair value of loan servicing rights was \$2,333,000 and \$3,562,000 at December 31, 2007 and 2006.

Servicing assets represent the servicing spread generated from the sold guaranteed portions of SBA and other guaranteed loans. The weighted average servicing rate for all loans serviced was 1.60% and 1.70% at December 31, 2007 and 2006, respectively. In recording the initial value of the servicing rights and the fair value of the I/O strip receivable, the Company uses estimates which are based on management's expectations of future prepayment and discount rates. Management's estimate of constant prepayment rate ("CPR") was 18.7% and 17.7% for the years ended December 31, 2007 and 2006, respectively. The weighted average discount rate assumption was 9.7% and 9.8% for the years ended December 31, 2007 and 2006, respectively. These prepayment and discount rates were based on current market conditions and historical performance of the various loan pools. If actual prepayments with respect to sold loans occur more quickly than projected, the carrying value of the servicing rights may have to be adjusted through a charge to earnings. A corresponding decrease in the value of the I/O strip receivable would also be expected.

Management reviews key economic assumptions used in the FASB Statement 140 accounting model to establish the value of the I/O strip on a quarterly basis. The Bank has completed a sensitivity analysis to determine the impact on the value of the asset in the event of a 10% and 20% adverse change, independently from any change in another key assumption. This test involved the CPR assumption and the discount rate assumptions. The value of the I/O strip can be adversely impacted by a significant increase in either the prepayment speed of the portfolio or a significant increase in the discount rate.

At December 31, 2007, key economic assumptions and the sensitivity of the current fair value of residual cash flows on the I/O strip to immediate 10 percent and 20 percent adverse changes in those assumptions are as follows:

(Dollars in thousands)	
Carrying amount/fair value of Interest-Only (I/O) strip	\$ 2,332
Weighted average life (in years)	3.4
Prepayment speed assumption (annual rate)	21.4%
Impact on fair value of 10% adverse change in prepayment speed (CPR 23.5%)	\$ (127)
Impact on fair value of 20% adverse change in prepayment speed (CPR 25.6%)	\$ (245)
Residual cash flow discount rate assumption (annual)	20.0%
Impact on fair value of 10% adverse change in discount rate (22.0% discount rate)	\$ (96)
Impact on fair value of 20% adverse change in discount rate (24.0% discount rate)	\$ (184)

Activity for I/O strip receivables in 2007 and 2006 follows:

(Dollars in thousands)	2007	2006
Beginning of year balance	\$ 4,537	\$ 4,679
Additions	27	1,272
Amortization	(991)	(1,229)
Unrealized loss	(1,241)	(185)
End of year balance	<u>\$ 2,332</u>	<u>\$ 4,537</u>

(4) Premises and Equipment

Premises and equipment at year end were as follows:

(Dollars in thousands)	2007	2006
Building	\$ 3,243	\$ -
Land	2,900	-
Furniture and equipment	6,031	4,704
Leasehold improvements	4,864	4,420
	<u>17,038</u>	<u>9,124</u>
Accumulated depreciation and amortization	(7,730)	(6,585)
Premises and equipment, net	<u>\$ 9,308</u>	<u>\$ 2,539</u>

Depreciation expense was \$776,000, \$662,000, and \$988,000 in 2007, 2006, and 2005, respectively.

(5) Goodwill and Intangible Assets

Goodwill

The change in balance for goodwill during the year follows:

(Dollars in thousands)	2007
Beginning balance, January 1, 2007	\$ -
Recorded amounts during the year	43,181
Ending balance, December 31, 2007	<u>\$ 43,181</u>

Acquired Intangible Assets

Core deposit and customer relationship intangible assets acquired in the 2007 acquisition of Diablo Valley Bank were \$5,049,000 and \$276,000, respectively. Accumulated amortization of these intangible assets was \$352,000 at December 31, 2007.

Estimated amortization expense for each of the next five years:

(Dollars in thousands)	
2008	\$ 741
2009	642
2010	575
2011	523
2012	492

(6) Acquisition of Diablo Valley Bank

The Company completed its acquisition of Diablo Valley Bank on June 20, 2007. The transaction was valued at approximately \$65 million, including payments for cancellation of options for Diablo Valley Bank common stock. The merger consideration consisted of approximately \$24 million in cash and the issuance of 1,732,298 shares of the Company's common stock in exchange for all outstanding Diablo Valley Bank shares and stock options. Prior to closing, Diablo Valley Bank redeemed all of its outstanding Series A Preferred Stock for an aggregate of approximately \$6.7 million in cash (including dividend payments). The consolidated financial statements of the Company for the year ended December 31, 2007 include purchase accounting adjustments to record the assets and liabilities of Diablo Valley Bank at their estimated fair values.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition.

Cash and cash equivalents	\$	41,807
Securities available-for-sale		12,214
Net loans		203,805
Goodwill		43,181
Core deposit and customer relationship intangible assets		5,325
Premises and equipment		6,841
Corporate owned life insurance		1,026
Federal Home Loan Bank Stock		717
Other assets, net		2,615
Total assets acquired		<u>317,531</u>
Deposits		(249,023)
Other liabilities		(1,711)
Total liabilities		<u>(250,734)</u>
Net assets acquired	\$	<u>66,797</u>

None of the goodwill is deductible for tax purposes.

The Company's cost to acquire Diablo Valley Bank is summarized as follows:

Cash paid to Diablo Valley Bank common shareholders and stock option holders	\$	24,002
Common stock issued to Diablo Valley Bank shareholders		41,397
Total consideration		65,399
Professional fees and other acquisition costs		1,398
Net assets acquired	\$	<u>66,797</u>

Diablo Valley Bank was acquired by the Company for several reasons. Diablo Valley Bank was a profitable and fast growing bank in a geographic area where the Company wants to expand. Diablo Valley Bank had experienced staff and the acquisition also enhanced the Company's position in the East Bay area in the cities of Danville and Pleasanton. The Company believes it can achieve significant cost savings from merging Diablo Valley Bank into Heritage Bank of Commerce.

The following table presents pro forma information as if the acquisition had occurred at the beginning of 2007 and 2006. The pro forma financial information is not necessarily indicative of the results of operations as they would have been had the transaction been effected on the assumed date and is not intended to be a projection of future results.

Unaudited		
(Dollars in thousands, except per share data)	2007	2006
Net interest income	\$ 56,805	\$ 59,854
Net income	\$ 15,193	\$ 18,360
Net income per share - basic	\$ 1.15	\$ 1.36
Net income per share - diluted	\$ 1.14	\$ 1.34

(7) Deposits

The following table presents the scheduled maturities of time deposits, including brokered deposits, for the next five years:

(Dollars in thousands)	December 31, 2007
2008	\$ 194,644
2009	17,482
2010	1,231
2011	44
2012	-
Total	<u>\$ 213,401</u>

Deposits from executive officers, directors, and their affiliates were \$9,691,000 at December 31, 2007.

(8) Borrowing Arrangements

FHLB Borrowings & Available Lines of Credit

The Company maintains a collateralized line of credit with the Federal Home Loan Bank ("the FHLB") of San Francisco. Under this line, the Company can borrow from the FHLB on a short-term (typically overnight) or long-term (over one year) basis. As of December 31, 2007, the Company had \$60 million of overnight borrowings from the FHLB, bearing interest at 4.05%. There were no outstanding advances at December 31, 2006. The Company has \$164 million of loans and \$11 million of securities pledged to the FHLB as collateral on a line of credit of \$94 million at December 31, 2007.

At December 31, 2007, the Company has Federal funds purchase arrangements and lines of credit available of \$72 million. There were no Fed Funds purchased at December 31, 2007 and 2006.

Securities sold under agreements to repurchase are secured by mortgage-backed securities carried at \$12,993,000 and \$27,694,000, respectively, at December 31, 2007 and 2006. The repurchase agreements, totaling \$10,900,000 at December 31, 2007 mature in 2008.

Notes Payable to Subsidiary Grantor Trusts

The following is a summary of the notes payable to the Company's subsidiary grantor trusts at December 31:

(Dollars in thousands)	2007	2006
Subordinated debentures due to Heritage Capital Trust I with interest payable semi-annually at 10.875%, redeemable with a premium beginning March 8, 2010 and with no premium beginning March 8, 2020 and due March 8, 2030	\$ 7,217	\$ 7,217
Subordinated debentures due to Heritage Statutory Trust I with interest payable semi-annually at 10.6%, redeemable with a premium beginning September 7, 2010 and with no premium beginning September 7, 2020 and due September 7, 2030	7,206	7,206
Subordinated debentures due to Heritage Statutory Trust II with interest payable semi-annually based on 3-month Libor plus 3.58% (8.54% at December 31, 2007), redeemable with a premium beginning July 31, 2006 and with no premium beginning July 31, 2011 and due July 31, 2031	5,155	5,155
Subordinated debentures due to Heritage Statutory Trust III with interest payable semi-annually based on 3-month Libor plus 3.40% (8.26% at December 31, 2007), redeemable with no premium beginning September 26, 2012 and due September 26, 2032	<u>4,124</u>	<u>4,124</u>
Total	<u>\$ 23,702</u>	<u>\$ 23,702</u>

The Company has guaranteed, on a subordinated basis, distributions and other payments due on the trust preferred securities issued by the subsidiary grantor trusts.

(9) Income Taxes

Income tax expense consisted of the following:

(Dollars in thousands)	December 31,		
	2007	2006	2005
Currently payable tax:			
Federal	\$ 6,013	\$ 7,472	\$ 5,921
State	2,349	2,084	1,719
Total currently payable	<u>8,362</u>	<u>9,556</u>	<u>7,640</u>
Deferred tax (benefit)			
Federal	(223)	(258)	(292)
State	(2)	(61)	(68)
Total deferred tax (benefit)	<u>(225)</u>	<u>(319)</u>	<u>(360)</u>
Income tax expense	<u>\$ 8,137</u>	<u>\$ 9,237</u>	<u>\$ 7,280</u>

The effective tax rate differs from the federal statutory rate for the years ended December 31, as follows:

	2007	2006	2005
Statutory Federal income tax rate	35.0%	35.0%	35.0%
State income taxes, net of federal tax benefit	7.2%	5.6%	4.9%
Low income housing credits	-4.9%	-3.9%	-4.3%
Non-taxable interest income	-0.2%	-0.2%	-0.3%
Increase in cash surrender value of life insurance	-2.3%	-1.9%	-2.0%
Stock based compensation	1.1%	0.7%	-
Other	0.7%	-0.5%	0.2%
Effective tax rate	<u>36.6%</u>	<u>34.8%</u>	<u>33.5%</u>

Net deferred tax assets at year-end consist of the following:

(Dollars in thousands)	2007	2006
Deferred tax assets:		
Allowance for loan losses	\$ 5,061	\$ 3,901
Deferred compensation	4,750	4,183
Net operating loss carryforward	163	-
Fixed Assets	780	924
Postretirement benefit obligation	741	799
Accrued expenses	717	524
State income taxes	715	729
Loans	373	-
Loans held for sale	-	389
Securities available-for-sale and I/O strips	-	646
Other	561	322
Total deferred tax assets	<u>13,861</u>	<u>12,417</u>
Deferred tax liabilities:		
FHLB Stock	(253)	(150)
Loan fees	(456)	(606)
Securities available-for-sale and I/O strips	(95)	-
Intangible assets	(2,091)	-
Prepaid expenses	(332)	(277)
Other	(489)	(215)
Total deferred tax liabilities	<u>(3,716)</u>	<u>(1,248)</u>
Net deferred tax assets	<u>\$ 10,145</u>	<u>\$ 11,169</u>

The Company and its subsidiaries are subject to U.S. Federal income tax as well as income of the state of California. The Company is no longer subject to examination by taxing authorities for years before 2004.

At year end 2007, the Company has a California net operating loss carryforwards acquired from the Diablo Valley Bank acquisition of approximately \$2,300,000 which will expire in 2022 if not utilized.

(10) Stock option plan

The Company has a stock option plan (the Plan) for directors, officers, and key employees. The Plan provides for the grant of incentive and non-qualified stock options. The Plan provides that the option price for both incentive and non-qualified stock options will be determined by the Board of Directors at no less than the fair value at the date of grant. Options granted vest on a schedule determined by the Board of Directors at the time of grant. Generally, options vest over four years. All options expire no later than ten years from the date of grant. On May 25, 2006, the Company's shareholders approved an amendment to the Heritage Commerce Corp 2004 Stock Option Plan by authorizing 550,000 additional shares available for option grants. As of December 31, 2007, there are 73,134 shares available for future grants under the Plan.

Option activity under the Plan is as follows:

	Number	Weighted	Weighted Average	Aggregate
	of Shares	Average	Remaining	Intrinsic
Total Stock Options		Exercise Price	Contractual	Value
			Life (Years)	
Outstanding at January 1, 2007	752,983	\$ 16.56		
Granted	384,000	\$ 21.97		
Exercised	(83,875)	\$ 9.56		
Forfeited or expired	(42,446)	\$ 20.97		
Outstanding at December 31, 2007	1,010,662	\$ 19.02	7.5	\$ 1,993,000
Vested or expected to vest	970,236	\$ 19.02	7.5	\$ 1,914,000
Exercisable at December 31, 2007	492,664	\$ 16.02	6.0	\$ 1,854,000

Information related to the stock option plan during each year follows:

	2007	2006	2005
Intrinsic value of options exercised	\$ 1,105,000	\$ 2,435,000	\$ 3,791,000
Cash received from option exercise	\$ 802,000	\$ 1,812,000	\$ 3,641,000
Tax benefit realized from option exercises	\$ 406,000	\$ 706,000	\$ 1,086,000
Weighted average fair value of options granted	\$ 6.10	\$ 7.57	\$ 5.93

As of December 31, 2007, there was \$3,545,000 of total unrecognized compensation cost related to nonvested share-based compensation arrangements granted under the Company's stock option plan. That cost is expected to be recognized over a weighted-average period of approximately 2.9 years. The total fair value of options vested during 2007 is approximately \$1,159,000.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model that uses the assumptions noted in the following table.

	2007	2006	2005
Expected life in months ⁽¹⁾	72	84	84
Volatility ⁽¹⁾	22%	21%	21%
Weighted average risk-free interest rate ⁽²⁾	4.49%	4.85%	4.14%
Expected dividends ⁽³⁾	1.18%	0.85%	0%

(1) The expected life of employee stock options represents the weighted average period the stock options are expected to remain outstanding. It is estimated based on historical experience. Volatility is based on the historical volatility of the stock price over the same period of the expected life of the option.

(2) Based on the U.S. Treasury constant maturity interest rate with a term consistent with the expected life of the option granted.

(3) The Company began paying cash dividends on the common stock in 2006. Each grant's dividend yield is calculated by annualizing the most recent quarterly cash dividend and dividing that amount by the market price of the Company's common stock as of the grant date.

Forfeitures for options granted prior to 2006 were recognized as they occurred. Beginning in 2006, the Company estimates the impact of forfeitures based on historical experience, and has concluded that forfeitures have no significant effect on stock option expense. The Company issues new shares of common stock to satisfy stock option exercises.

The Company granted 51,000 restricted shares of its common stock to an executive officer pursuant to the terms of a restricted stock agreement, dated March 17, 2005. The grant price was \$18.15. Under the terms of the agreement, the restricted shares will vest 25% per year at the end of years three, four, five and six, provided the executive officer is still with the Company, subject to accelerated vesting upon a change of control, termination without cause, termination by the executive officer for good reason (as defined by the executive employment agreement), death or disability. The fair value of stock award at the grant date was \$926,000, which is being amortized to expense over the six-year vesting period on the straight-line method. Amortization expense was \$154,000 in 2007 and 2006, and \$123,000 in 2005.

(11) Leases

Operating Leases

The Company owns one of its offices and leases the others under non-cancelable operating leases with terms, including renewal options, ranging from five to fifteen years. Future minimum payments under the agreements are as follows:

(Dollars in thousands)

Year ending December 31,

2008	\$	2,142
2009		2,022
2010		2,175
2011		2,033
2012		2,044
Thereafter		4,203
Total	\$	<u>14,619</u>

Rent expense under operating leases was \$2,644,000, \$2,375,000, and \$2,402,000, respectively, in 2007, 2006, and 2005.

(12) Benefit Plans

The Company offers a 401(k) savings plan that allows employees to contribute up to a maximum percentage of their compensation, as established by the Internal Revenue Code. The Company has made a discretionary matching contribution of up to \$1,500 for each employee's contributions in 2007, 2006 and 2005. Contribution expense was \$315,000, \$279,000, and \$271,000 in 2007, 2006 and 2005.

The Company sponsors a non contributory employee stock ownership plan. To participate in this plan, an employee must have worked at least 1,000 hours during the year and must be employed by the Company. Employer contributions to the ESOP are discretionary. Contribution expense was \$247,000, \$400,000 and \$177,087 in 2007, 2006, and 2005. At December 31, 2007, the ESOP owned approximately 142,000 shares of the Company's stock.

On September 7, 2001, the ESOP borrowed \$1,000,000 from an unaffiliated third party lender to fund the purchase of common stock of the Company. This loan was paid off in June 2005. The loan was collateralized by the shares of the Company's common stock held by the ESOP.

The Company has a nonqualified deferred compensation plan for its directors ("Deferral Plan"). Under the Deferral Plan, a participating director may defer up to 100% of his monthly board fees into the Deferral Plan for up to ten years. Amounts deferred earn interest. The director may elect a distribution schedule of up to ten years. The Company's deferred compensation obligation of \$562,000 and \$484,000 as of December 31, 2007 and 2006 is included in "Accrued interest payable and other liabilities."

The Company has purchased life insurance policies on the lives of directors who have agreed to participate in the Deferral Plan. It is expected that the earnings on these policies will offset the cost of the program. In addition, the Company will receive death benefit payments upon the death of the director. The proceeds will permit the Company to "complete" the deferral program as the director originally intended if he dies prior to the completion of the deferral program. The disbursement of deferred fees is accelerated at death and commences one month after the director dies.

In the event of the director's disability prior to attainment of his benefit eligibility date, the director may request that the Board permit him to receive an immediate disability benefit equal to the annualized value of the director's deferral account.

The Company has a supplemental retirement plan covering key executives and directors ("Plan"). The Plan is a nonqualified defined benefit plan and is unsecured and unfunded and there are no Plan assets. The combined number of active and retired/terminated participants in the Plan was 52 at December 31, 2007. The defined benefit represents a stated amount for key executives and directors that generally vests over nine years and is reduced for early retirement. The Company has purchased insurance on the lives of the directors and executive officers in the plan. If the life insurance contract is terminated by the Company, the Company will have the obligation to pay the retirement and death benefits. The accrued pension obligation was \$11,499,000 and \$10,478,000 as of December 31, 2007 and 2006, respectively, and is included in "Accrued interest payable and other liabilities". The Plan had accumulated other comprehensive loss before taxes of \$1,765,000 and \$1,902,000, respectively, as of December 31, 2007 and 2006. The measurement date of the plan is December 31.

The following table sets forth the Plan's status at December 31:

(Dollars in thousands)	2007	2006
Change in projected benefit obligation		
Projected benefit obligation at beginning of year	\$ 10,478	\$ 9,782
Service cost	734	799
Interest cost	619	552
Actuarial (gain)/loss	(30)	(422)
Benefits paid	(302)	(233)
Projected benefit obligation at end of year	<u>\$ 11,499</u>	<u>\$ 10,478</u>
Unfunded Status	\$ (11,499)	\$ (10,478)
Unrecognized net actuarial (gain)/loss	<u>1,765</u>	<u>1,902</u>
Net amount recognized	<u>\$ (9,734)</u>	<u>\$ (8,576)</u>
Amounts recognized in accumulated other comprehensive loss		
Net actuarial loss	\$ 1,594	\$ 1,694
Prior service cost	171	208
Accumulated other comprehensive loss	<u>\$ 1,765</u>	<u>\$ 1,902</u>
Weighted-average assumptions as of December 31		
Discount rate	6.45%	5.98%
Rate of compensation increase	N/A	N/A
Expected return on Plan assets	N/A	N/A

Benefits, which reflect anticipated future events, service and others, are expected to be paid over the following years:

Year (Dollars in thousands)	Estimated Benefit Payments
2008	\$ 430
2009	451
2010	477
2011	595
2012	728
2013 to 2017	5,162

The components of pension cost for the nonqualified supplemental retirement defined benefit plan were as follows:

(Dollars in thousands)	2007	2006
Components of net periodic benefits cost		
Service cost	\$ 734	\$ 799
Interest cost	619	552
Amortization of net actuarial and prior service cost loss	106	180
Net periodic benefit cost	<u>\$ 1,459</u>	<u>\$ 1,531</u>

The net periodic benefit cost was determined using the following assumptions:

	2007	2006
Discount rate	5.98%	5.68%
Rate of increase in future compensation levels for determining expense	N/A	N/A
Expected return on Plan assets	N/A	N/A

(13) Disclosures of Fair Value of Financial Instruments

The estimated fair value amounts have been determined by using available market information and appropriate valuation methodologies. However, considerable judgment is required to interpret market data to develop the estimates of fair value. Accordingly, the estimates presented are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions and/or estimation techniques may have a material effect on the estimated fair value amounts.

The carrying amounts and estimated fair values of the Company's financial instruments at year-end were as follows:

(Dollars in thousands)	2007		2006	
	Carrying Amounts	Estimated Fair Value	Carrying Amounts	Estimated Fair Value
Assets				
Cash and cash equivalents	\$ 49,093	\$ 49,093	\$ 49,385	\$ 49,385
Securities	135,402	135,402	172,298	172,298
Loans, including loans held for sale, net	1,024,247	1,011,683	733,709	723,302
FHLB and FRB Stock	7,002	N/A	6,113	N/A
Accrued interest receivable	5,131	5,131	4,876	4,876
Liabilities				
Time deposits	\$ 213,401	\$ 214,151	\$ 174,073	\$ 173,953
Other deposits	850,825	850,825	672,520	672,520
Securities sold under agreement to repurchase	10,900	10,881	21,800	21,421
Other short-term borrowings	60,000	60,000	-	-
Notes payable subsidiary grantor trusts	23,702	24,010	23,702	25,820
Accrued interest payable	1,844	1,844	2,048	2,048

The following methods and assumptions were used to estimate the fair value in the table, above:

Cash and Cash Equivalents and Accrued Interest Receivable and Payable

The carrying amount approximates fair value because of the short maturities of these instruments.

Securities

Security fair values are based on market prices or dealer quotes and, if no such information is available, on the rate and term of the security and information about the issuer. It was not practical to determine the fair value of FHLB and FRB stock due to the restrictions placed on transferability.

Loans

Loans with similar financial characteristics are grouped together for purposes of estimating their fair value. Loans are segregated by type such as commercial, term real estate, residential construction, and consumer. Each loan category is further segmented into fixed and adjustable rate interest terms.

The fair value of performing, fixed rate loans is calculated by discounting scheduled future cash flows using estimated market discount rates that reflect the credit and interest rate risk inherent in the loan. The fair value of variable rate loans approximates the carrying amount as these loans generally reprice within 90 days. The fair value of loans held for sale is based on estimated market values.

Deposits

The fair value of deposits with no stated maturity, such as non-interest bearing demand deposits, savings, and money market accounts, approximates the amount payable on demand. The carrying amount approximates the fair value of time deposits with a remaining maturity of less than 90 days. The fair value of all other time deposits is calculated based on discounting the future cash flows using rates currently offered by the Bank for time deposits with similar remaining maturities.

Notes Payable to Subsidiary Grantor Trusts and Securities Sold Under Agreement to Repurchase

The fair values of notes payable to subsidiary grantor trusts and securities sold under agreement to repurchase were determined based on the current market value for like kind instruments of a similar maturity and structure.

Other Short-term Borrowings

The carrying amount approximates the fair value of short-term borrowings that reprice frequently and fully.

Commitments to Fund Loans/Standby Letters of Credit

The fair values of commitments are estimated using the fees currently charged to enter into similar agreements, taking into account the remaining terms of the agreements and the present creditworthiness of the counterparties. The amounts of and differences between the carrying value of commitments to fund loans or stand by letters of credit and their fair value is not significant and therefore is not included in the table above.

Limitations

Fair value estimates are made at a specific point in time, based on relevant market information about the financial instruments. These estimates do not reflect any premium or discount that could result from offering for sale at one time the entire holdings of a particular financial instrument. Fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

(14) Commitments and Contingencies

Financial Instruments with Off-Balance Sheet Risk

HBC is a party to financial instruments with off-balance sheet risk in the normal course of business to meet the financing needs of its clients. These financial instruments include commitments to extend credit and standby letters of credit. Those instruments involve, to varying degrees, elements of credit and interest rate risk in excess of the amounts recognized in the balance sheets.

HBC's exposure to credit loss in the event of non-performance of the other party to the financial instrument for commitments to extend credit and standby letters of credit is represented by the contractual amount of those instruments. HBC uses the same credit policies in making commitments and conditional obligations as it does for on-balance sheet instruments. Credit risk is the possibility that a loss may occur because a party to a transaction failed to perform according to the terms of the contract. HBC controls the credit risk of these transactions through credit approvals, limits, and monitoring procedures. Management does not anticipate any significant losses as a result of these transactions.

Commitments to extend credit as of December 31, 2007 and 2006 were as follows:

(Dollars in thousands)	2007	2006
Commitments to extend credit	\$ 444,172	\$ 310,200
Standby letters of credit	21,143	12,020
Commitments to fund	<u>\$ 465,315</u>	<u>\$ 322,220</u>

Generally, commitments to extend credit as of December 31, 2007 are at variable rates, typically based on the prime rate (with a margin). Commitments generally expire within one year.

Commitments to extend credit are agreements to lend to a client as long as there is no violation of conditions established in the contract. Commitments generally have fixed expiration dates or other termination clauses. Since some of the commitments are expected to expire without being drawn upon, the total commitment amount does not necessarily represent future cash requirements. HBC evaluates each client's creditworthiness on a case-by-case basis. The amount of collateral obtained, if deemed necessary by HBC upon the extension of credit, is based on management's credit evaluation of the borrower. Collateral held varies but may include cash, marketable securities, accounts receivable, inventory, property, plant and equipment, income-producing commercial properties, and/or residential properties. Fair value of these instruments is not material.

Standby letters of credit are written with conditional commitments issued by HBC to guaranty the performance of a client to a third party. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to clients.

The Company is required to maintain noninterest bearing reserves. Reserve requirements are based on a percentage of certain deposits. As of December 31, 2007, the Company maintained reserves of \$3,289,000 in the form of vault cash and balances at the Federal Reserve Bank of San Francisco, which satisfied the regulatory requirements.

Claims

The Company is involved in certain legal actions arising from normal business activities. Management, based upon the advice of legal counsel, believes the ultimate resolution of all pending legal actions will not have a material effect on the financial statements of the Company.

(15) Capital Requirements

The Company and its subsidiary bank are subject to various regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory - and possibly additional discretionary - actions by regulators that, if undertaken, could have a direct material effect on the Company's financial statements and operations. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Company and HBC must meet specific capital guidelines that involve quantitative measures of assets, liabilities, and certain off-balance-sheet items as calculated under regulatory accounting practices. Capital amounts and classifications are also subject to qualitative judgments by the regulators about components, risk weightings, and other factors.

Quantitative measures established by regulation to ensure capital adequacy require the Company and HBC to maintain minimum amounts and ratios (set forth in the table below) of total and Tier I capital (as defined in the regulations) to risk-weighted assets (as defined), and of Tier I capital to average assets (as defined). Management believes that, as of December 31, 2007 and 2006, the Company and HBC meet all capital adequacy guidelines to which they are subject.

The most recent notification from the FDIC as of December 31, 2007 categorized HBC as "well capitalized" under the regulatory framework for prompt corrective action. There are no conditions or events since that notification that management believes have changed the Bank's category.

The Company's actual and required consolidated capital amounts and ratios are presented in the following table:

(Dollars in thousands)	Actual		For Capital Adequacy Purposes	
	Amount	Ratio	Amount	Ratio
As of December 31, 2007				
Total Capital (to risk-weighted assets)	\$ 153,687	12.5%	\$ 98,203	8.0%
Tier 1 Capital (to risk-weighted assets)	\$ 141,226	11.5%	\$ 49,122	4.0%
Tier 1 Capital (to average assets)	\$ 141,226	11.1%	\$ 51,123	4.0%
As of December 31, 2006				
Total Capital (to risk-weighted assets)	\$ 157,356	18.4%	\$ 68,416	8.0%
Tier 1 Capital (to risk-weighted assets)	\$ 147,600	17.3%	\$ 34,127	4.0%
Tier 1 Capital (to average assets)	\$ 147,600	13.6%	\$ 43,412	4.0%

HBC's actual capital and required amounts and ratios are presented in the following table:

(Dollars in thousands)	Actual		For Capital Adequacy Purposes		To Be Well-Capitalized Under Prompt Corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
As of December 31, 2007						
Total Capital (to risk-weighted assets)	\$ 144,154	11.8%	\$ 98,064	8.0%	\$ 122,580	10.0%
Tier 1 Capital (to risk-weighted assets)	\$ 131,693	10.7%	\$ 49,048	4.0%	\$ 73,572	6.0%
Tier 1 Capital (to average assets)	\$ 131,693	10.4%	\$ 50,798	4.0%	\$ 63,497	5.0%
As of December 31, 2006						
Total Capital (to risk-weighted assets)	\$ 154,711	18.1%	\$ 68,381	8.0%	\$ 85,476	10.0%
Tier 1 Capital (to risk-weighted assets)	\$ 144,955	17.0%	\$ 34,107	4.0%	\$ 51,161	6.0%
Tier 1 Capital (to average assets)	\$ 144,955	13.4%	\$ 43,270	4.0%	\$ 54,088	5.0%

Under California law, the holders of common stock are entitled to receive dividends when and as declared by the Board of Directors, out of funds legally available therefore. The California Banking Law provides that a state-licensed bank may not make a cash distribution to its shareholders in excess of the lesser of the following: (i) the bank's retained earnings, or (ii) the bank's net income for its last three fiscal years, less the amount of any distributions made by the bank to its shareholders during such period. However, a bank, with the prior approval of the Commissioner, may make a distribution to its shareholders of an amount not to exceed the greater of (i) a bank's retained earnings, (ii) its net income for its last fiscal year, or (iii) its net income for the current fiscal year. In the event that the Commissioner determines that the shareholders' equity of a bank is inadequate or that the making of a distribution by a bank would be unsafe or unsound, the Commissioner may order a bank to refrain from making such a proposed distribution. At December 31, 2007, the amount available for such dividends without prior regulatory approval was approximately \$17,503,000 for HBC. Similar restrictions apply to the amounts and sum of loan advances and other transfers of funds from HBC to the parent Company.

(16) Parent Company only Condensed Financial Information

The condensed financial statements of Heritage Commerce Corp (parent company only) are as follows:

Condensed Balance Sheets

(Dollars in thousands)		December 31,	
		2007	2006
Assets			
Cash and cash equivalents	\$	9,391	\$ 2,104
Investment in subsidiary bank		178,290	143,175
Investment in subsidiary trusts		702	702
Other assets		723	1,131
Total assets	\$	<u>189,106</u>	<u>\$ 147,112</u>
Liabilities and Shareholders' Equity			
Notes payable to subsidiary trusts	\$	23,702	\$ 23,702
Other liabilities		580	590
Shareholders' equity		164,824	122,820
Total liabilities and shareholders' equity	\$	<u>189,106</u>	<u>\$ 147,112</u>

Condensed Statements of Income and Comprehensive Income

(Dollars in thousands)	For the Year Ended December 31,		
	2007	2006	2005
Interest income	\$ 24	\$ 27	\$ 63
Dividend from subsidiary bank	25,699	10,000	-
Interest expense	(2,331)	(2,310)	(2,136)
Other expenses	(2,156)	(1,431)	(1,130)
Income (loss) before equity in undistributed net income of subsidiary bank	<u>21,236</u>	<u>6,286</u>	<u>(3,203)</u>
Equity in undistributed net income of subsidiary bank	(8,739)	9,666	16,576
Income tax benefit	1,599	1,318	1,073
Net income	<u>\$ 14,096</u>	<u>\$ 17,270</u>	<u>\$ 14,446</u>

Condensed Statements of Cash Flows

(Dollars in thousands)	For the Year Ended December 31,		
	2007	2006	2005
Cash flows from operating activities:			
Net Income	\$ 14,096	\$ 17,270	\$ 14,446
Adjustments to reconcile net income to net cash provided by (used in) operations:			
Amortization of restricted stock award	154	154	123
Equity in undistributed net income of subsidiary bank	8,739	(9,666)	(16,576)
Net change in other assets and liabilities	399	3	(944)
Net cash provided by (used in) operating activities	<u>23,388</u>	<u>7,761</u>	<u>(2,951)</u>
Cash flows from financing activities:			
Exercise of stock options	802	1,812	3,641
Common stock repurchased	(13,653)	(7,888)	(5,732)
Dividends paid	(3,250)	(2,357)	-
Other, net	-	-	(12)
Net cash provided by (used in) financing activities	<u>(16,101)</u>	<u>(8,433)</u>	<u>(2,103)</u>
Net increase (decrease) in cash and cash equivalents	<u>7,287</u>	<u>(672)</u>	<u>(5,054)</u>
Cash and cash equivalents, beginning of year	<u>2,104</u>	<u>2,776</u>	<u>7,830</u>
Cash and cash equivalents, end of year	<u>\$ 9,391</u>	<u>\$ 2,104</u>	<u>\$ 2,776</u>

(17) Quarterly Financial Data (Unaudited)

The following table discloses the Company's selected unaudited quarterly financial data:

(Dollars in thousands, except per share amounts)	For the Quarters Ended			
	12/31/2007⁽¹⁾	9/30/2007⁽¹⁾	06/30/07	03/31/07
Interest income	\$ 21,056	\$ 22,105	\$ 18,317	\$ 17,234
Interest expense	7,261	8,324	5,924	5,503
Net interest income	13,795	13,781	12,393	11,731
Provision for loan losses	725	(500)	-	(236)
Net interest income after provision for loan losses	13,070	14,281	12,393	11,967
Noninterest income ⁽²⁾	1,636	1,639	2,262	2,515
Noninterest expense	10,212	10,518	8,500	8,300
Income before income taxes	4,494	5,402	6,155	6,182
Income tax expense	1,686	2,162	2,140	2,149
Net income	<u>\$ 2,808</u>	<u>\$ 3,240</u>	<u>\$ 4,015</u>	<u>\$ 4,033</u>
Earnings per share				
Basic	\$ 0.22	\$ 0.24	\$ 0.34	\$ 0.35
Diluted	\$ 0.21	\$ 0.24	\$ 0.33	\$ 0.34

(1) As Discussed in Note 1, the Company completed its acquisition of Diablo Valley Bank on June 20, 2007. The acquisition significantly increased the Company's revenues and expenses.

(2) Noninterest income decreased in the third and fourth quarters due to a strategic decision to cease loan sales in favor of retaining SBA loans.

(Dollars in thousands, except per share amounts)	For the Quarters Ended			
	12/31/06	09/30/06	06/30/06	03/31/06
Interest income	\$ 18,737	\$ 18,568	\$ 18,392	\$ 17,260
Interest expense	5,936	5,754	5,766	5,069
Net interest income	12,801	12,814	12,626	12,191
Provision for loan losses	100	-	(114)	(489)
Net interest income after provision for loan losses	12,701	12,814	12,740	12,680
Noninterest income	2,390	2,299	2,257	2,894
Noninterest expense	8,703	8,312	8,492	8,761
Income before income taxes	6,388	6,801	6,505	6,813
Income tax expense	2,036	2,448	2,316	2,437
Net income	\$ 4,352	\$ 4,353	\$ 4,189	\$ 4,376
Earnings per share				
Basic	\$ 0.37	\$ 0.37	\$ 0.35	\$ 0.37
Diluted	\$ 0.37	\$ 0.36	\$ 0.35	\$ 0.36

EXHIBIT INDEX

		<u>Incorporated by Reference to Form</u>					
		<u>Filed Herewith</u>	<u>Form S-8</u>	<u>8-K or 8-A Dated</u>	<u>10-Q Dated</u>	<u>10-K Dated</u>	<u>Exhibit No.</u>
2.1	Agreement and Plan of Merger, dated February 8, 2007, by and between Heritage Commerce Corp, Heritage Bank of Commerce and Diablo Valley Bank					3/16/07	2.1
3.1	Heritage Commerce Corp Restated Articles of Incorporation as Amended effective May 26, 2005			6/2/05			3.1
3.2	Heritage Commerce Corp Bylaws as amended to November 15, 2007			11/20/07			3.2
4.1	The indenture, dated as of March 23, 2000, between Heritage Commerce Corp, as Issuer, and the Bank of New York, as Trustee					4/6/01 (10-K/A Amendment No. 1)	4.1
4.2	Amended and restated Declaration of Trust, Heritage Capital Trust I, dated as of March 23, 2000					4/6/01 (10-K/A Amendment No. 1)	4.2
4.3	The indenture, dated as of September 7, 2000, between Heritage Commerce Corp, as Issuer, and State Street Bank and Trust Company, of Connecticut, National Association, as Trustee					4/6/01 (10-K/A Amendment No. 1)	4.3
4.4	Amended and restated Declaration of Trust, Heritage Commerce Corp Statutory Trust I, dated as of September 7, 2000					4/6/01 (10-K/A Amendment No. 1)	4.4
4.5	The indenture, dated as of July 31, 2001, between Heritage Commerce Corp, as Issuer, and State Street Bank and Trust Company, of Connecticut, National Association, as Trustee					3/28/02	4.5
4.6	Amended and restated Declaration of Trust, Heritage Statutory Trust II, dated as of July 31, 2001					3/28/02	4.6
4.7	The indenture, dated as of September 26, 2002, between Heritage Commerce Corp, as Issuer, and State Street Bank and Trust Company, of Connecticut, National Association, as Trustee					3/28/03	4.7
4.8	Amended and restated Declaration of Trust, Heritage Commerce Corp Statutory Trust III, dated as of September 26, 2002					3/28/03	4.8
10.1	Real Property Leases for properties located at 150 Almaden Blvd., San Jose.			6/21/05			10.1
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10.2	Heritage Commerce Corp Management Incentive Plan			5/3/05			10.2
10.3	Agreement between Fiserv Solutions, Inc. and Heritage					3/12/04	10.3

10.4	1994 Stock Option Plan and Form of Agreement		7/17/98		10.4
10.5	2004 Stock Option Plan and Form of Agreement		7/16/04		10.5
10.6	Restricted stock agreement with Mr. Kaczmarek dated March 17, 2005			3/22/05	10.6
10.7	2004 stock option agreement with Mr. Kaczmarek dated March 17, 2005			3/22/05	10.7
10.8	Non-qualified Deferred Compensation Plan			3/31/05	10.8
10.9	Director Deferred Fee Agreement with James R. Blair dated June 30, 1997			3/31/05	10.9
10.10	Director Deferred Fee Agreement with Jack Peckham dated June 30, 1997			3/31/05	10.10
10.11	Purchase Agreement dated January 31, 2006 between Heritage Commerce Corp and County Bank			3/28/06	10.11
10.12	Third Amendment to Lease for Registrant's Principle Office			8/17/05	10.12
10.13	Fourth Amendment to Lease for Registrant's Principle Office			8/17/05	10.13
10.14	Fourth Amendment to Sublease for Registrant's Principle Office			6/21/05	10.14
10.15	Amended and Restated Employment agreement with Walter Kaczmarek dated October 17, 2007 *			10/22/07	10.15
10.16	Amended and Restated Employment agreement with Lawrence McGovern dated October 17, 2007 *			10/22/07	10.16
10.17	Amended and Restated Employment agreement with Lawrence McGovern dated October 17, 2007 *			10/22/07	10.17
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10.18	Amended and Restated Employment agreement with Richard Hagarty dated October 17, 2007 *			10/22/07	10.18
10.19	2005 Heritage Commerce Corp Supplemental Plan *	X			
10.20	Form of Endorsement Method Split Dollar Plan Agreement for Executive Officers *	X			
10.21	Form of Endorsement Method Split Dollar Plan Agreement for Directors *	X			

10.22	Director Compensation Agreement with Frank Bisceglia, dated June 19, 1997, as amended *	X		
10.23	Director Compensation Agreement with James R. Blair, dated June 19, 1997, as amended *	X		
10.24	Director Compensation Agreement with Jack Conner, dated May 24, 2007 *	X		
10.25	Director Compensation Agreement with William Del Biaggio, Jr., dated June 19, 1997, as amended *	X		
10.26	Director Compensation Agreement with Robert T. Moles, dated September 29, 2004, as amended *	X		
10.27	Director Compensation Agreement with Louis O. Normandin, dated June 19, 1997, as amended *	X		
10.28	Director Compensation Agreement with Jack L. Peckham, dated June 19, 1997, as amended *	X		
10.29	Director Compensation Agreement with Humphery P. Polanen, dated June 19, 1997, as amended *	X		
10.30	Director Compensation Agreement with Charles Toeniskoetter, dated May 23, 2002, as amended *	X		
10.31	Director Compensation Agreement with Ranson W. Webster, dated June 19, 1997, as amended *	X		
21.1	Subsidiaries of the registrant		3/16/07	21.1
23.1	Consent of Crowe Chizek and Company LLP	X		

31.1	Certification of Registrant's Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X		
31.2	Certification of Registrant's Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X		
32.1	Certification of Registrant's Chief Executive Officer Pursuant to 18 U.S.C. Section 1350	X		
32.2	Certification of Registrant's Chief Financial Officer Pursuant to 18 U.S.C. Section 1350	X		

* Management contract or compensatory plan or arrangement.

Section 2: EX-10.19 (EXHIBIT10-19)

Exhibit 10.19

**THE 2005
HERITAGE COMMERCE CORP
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

Effective January 1, 2005

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**THE 2005
HERITAGE COMMERCE CORP
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

ARTICLE I
PURPOSE AND EFFECTIVE DATE

The purpose of this Supplemental Executive Retirement Plan (the "Plan") is to provide supplemental retirement benefits for certain key employees of Heritage Commerce Corp, Heritage Bank of Commerce and subsidiaries or affiliates thereof (the "Employer") who are employed by the Employer on, or after January 1, 2005. It is intended that the Plan will aid in retaining and attracting individuals of exceptional ability by providing them with these benefits. This Plan shall be effective as of January 1, 2005.

ARTICLE II
DEFINITIONS

For the purposes of this Plan, the following terms shall have the meanings indicated, unless the context clearly indicates otherwise:

2.1 Actuarial Equivalent. "Actuarial Equivalent" means equivalence in value between two or more forms and/or times of payment based on a determination by an actuary chosen by the Committee, using sound actuarial assumptions at the time of such determination,

2.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage of the Supplemental Retirement Benefits that the Participant is entitled to receive based on the circumstances surrounding the termination of Employment. The Applicable Percentage of Supplemental Retirement Benefits shall accrue on the schedule incorporated in the Participation Agreement.

2.3 Board. "Board" means the Board of Directors of Heritage Commerce Corp.

2.4 Change in Control. Change in Control shall be defined as follows:

(A) The acquisition of more than fifty percent (50%) of the value or voting power of the Bank's stock by a person or group;

(B) The acquisition in a period of twelve (12) months or less of at least thirty- five percent (35%) of the Bank's stock by a person or group:

(C) The replacement of a majority of the Bank's board in a period of twelve (12) months or less by Directors who were not endorsed by a majority of the current board members; or

(D) The acquisition in a period of twelve (12) months or less of forty percent (40%) or more of the Bank's assets by an unrelated entity.

For the purpose of this Agreement, transfers made on account of deaths or gifts, transfers between family members or transfers to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control,

2.5 Committee. "Committee" means the Compensation and Benefits Committee of the Board of Directors of Heritage Commerce Corp.

2.6 Disability/Disabled. For the purpose of this Plan, a Participant will be considered disabled if:

(A) He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or

(B) He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of Participant's employer.

2.7 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Participant acknowledges in writing to Employer to be the last day the Participant will provide any significant personal services, whether as an employee or independent consultant or contractor, to Employer (for any reason other than Termination for Cause, because of a Disability, or Following a Change of Control, as defined herein). For purposes of this Plan, the phrase "significant personal services" shall mean more than ten (10) hours of personal services rendered to one or more individuals or entities in any thirty (30) day period.

2.8 Normal Retirement Date. "Normal Retirement Date" shall mean the date specified in the Participation Agreement on which the Participant terminates employment with the Employer (for any reason other than Termination for Cause, because of a Disability, or Following a Change of Control).

2.9 Early Retirement Date. "Early Retirement Date" means the date on which a Participant terminates employment with the Employer (for any reason other than Termination for Cause, because of a Disability, or Following a Change of Control), if such termination date occurs on or after such Participant's attainment of age fifty-five (55).

2.10 Early Retirement Benefit. "Early Retirement Benefit" means the Actuarial Equivalent of the Supplemental Retirement Benefit based on the actual Early Retirement Date.

2.11 Employer. "Employer" means Heritage Commerce Corp, Heritage Bank of Commerce, any subsidiaries or affiliates thereof, or any successors thereto.

2.12 Participant. "Participant" means any individual who is participating in or has participated in this Plan, and who has not yet received his full benefit hereunder, as provided in Article III.

2.13 Participation Agreement. "Participation Agreement" means the agreement filed by a Participant and approved by the Board pursuant to Article III.

2.14 Supplemental Retirement Benefit. "Supplemental Retirement Benefit" means the benefit specified in the Participation Agreement.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 Eligibility and Participation.

(A) Eligibility. Eligibility to participate in the Plan is limited to those key employees of the Employer that are designated, from time to time, by the Board.

(B) Participation. An employee's participation in the Plan shall be effective upon notification of such person by the Committee of eligibility to participate, completion of a Participation Agreement by such person, and acceptance of the Participation Agreement by the Committee. Participation in the Plan shall continue until such time as the Participant terminates employment with the Employer and as long thereafter as the Participant is eligible to receive benefits under this Plan.

ARTICLE IV
SUPPLEMENTAL RETIREMENT BENEFITS

4.1 Retirement on or After Normal Retirement Date. The Applicable Percentage of the Supplemental Retirement Benefit (as identified in the Participant Agreement) for a Participant whose employment with the Employer terminates on or after the Normal Retirement Date shall be one hundred percent (100%). Unless selected otherwise in accordance with the terms of paragraph 5.3, this Normal Retirement Benefit shall be paid monthly, with payments to commence on the first day of the month following the Participant's Normal Retirement Date and continuing until the death of the Participant.

4.2 Retirement on or After Early Retirement Date but Before Normal Retirement Date. The Participant may elect to retire on a date that constitutes an Early Retirement Date and receive the Actuarial Equivalent of the Applicable Percentage of the Supplemental Retirement Benefit based on the actual Early Retirement Date. Unless selected otherwise in accordance with the terms of paragraph 5.3, this Early Retirement Benefit shall be paid monthly, with payments to commence on the first day of the month following the Participant's Early Retirement Date and continuing until the death of the Participant.

4.3 Termination Without Cause. If the Participant's employment is terminated by the Employer Without Cause, the Participant shall be eligible to receive the Actuarial Equivalent of the Applicable Percentage of the Supplemental Retirement Benefits as of the effective date of Termination with payments to commence thirty (30) days after the later of the Participant's attainment of age sixty-two (62) or the date of termination, and continuing until the death of the Participant. (Participant shall have the ability to select an alternate payment form in accordance with the terms of paragraph 5.3).

4.4 Voluntary Termination. If the Participant's employment is terminated by voluntary resignation other than for Early Retirement, and such resignation is not subject to the provisions of paragraph 4.5 below, the Participant shall be entitled to be paid the Actuarial Equivalent of the Applicable Percentage of the Supplemental Retirement Benefit as of the effective date of Termination. Unless selected otherwise pursuant to the terms of paragraph 5.3, payments shall commence thirty (30) days after the later of the Participant's attainment of age sixty-two (62) or the date of termination, and shall continue until the death of the Participant.

4.5 Termination Pursuant to a Change in Control. In the event a Participant is terminated "Pursuant to a Change in Control," the Applicable Percentage shall be one hundred percent (100%). A termination shall be deemed to be "Pursuant to a Change in Control" if, within two (2) years following the occurrence of a Change in Control, the Participant's employment with the Employer is terminated by either the Participant or the Employer other than because of a Termination for Cause (as defined below in paragraph 4.7). At the Participant's option, this Benefit shall be paid monthly, with payments to commence on the first day of the month following the Participant's Early Retirement Date (reduced to actuarial equivalent in accordance with the terms of paragraph 5.2) or the Normal Retirement Date, and continuing until the death of the Participant. In the event Participant fails to select a payment start date, payments shall begin one month following the Participant's Early Retirement Date.

4.6 Termination Following the Determination of Disability. The Applicable Percentage for a Participant whose employment with the Employer terminates because of Disability shall be one hundred percent (100%). Unless selected otherwise in accordance with the terms of paragraph 5.3, payments shall commence thirty (30) days after the later of the Participant's attainment of age sixty-two (62) or the date of termination and shall continue until the death of the Participant.

4.7 Termination For Cause. If a Participant is terminated For Cause, as defined below, Participant shall forfeit any and all benefits payable under this Plan. For the purpose of this Plan, For Cause shall be defined as any of the following:

(A) The willful, intentional and material breach or the habitual and continued neglect by the Executive of his employment responsibilities and duties;

(B) The Executive's willful and intentional violation of (i) any state, federal, banking or securities laws, or of the Bylaws, rules, policies or resolutions of Employer, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Employer, which has a material adverse effect upon the Employer:

(C) The Executive's final conviction after exhaustion of all appeals of (i) any felony or (ii) a crime involving moral turpitude, or the Executive's willful and intentional commission of a fraudulent or dishonest act, which in any of the foregoing circumstances has a material adverse effect upon the Employer.

4.8 Death of Participant During Active Employment. In the event Participant dies while actively employed by Employer, then no death benefits shall be payable under this Agreement (other than a survivor benefit qualified for under paragraphs 4.1 through 4.7 above and selected pursuant to paragraph 5.3). Such benefits are described by a Joint Beneficiary Designation Agreement, if any.

ARTICLE V
FORM AND PAYMENT OF BENEFITS

5.1 Internal Revenue Code Section 409A Compliance. It is the intent of the parties to comply with all applicable Internal Revenue Code Sections, including, but not limited to, IRC 409A. Thus, for any benefits payable pursuant to this Plan, if the Participant is a Key Employee, as defined by the Internal Revenue Service, and said Company is publicly traded at the time of "separation from service" (as defined by IRC 409A), any such benefit payment described herein shall be withheld for six (6) months following such separation from service, in order to comply with IRC 409A.

5.2 Reduction for Early Commencement of Benefits. If a Participant receives a Supplemental Retirement Benefit under this Plan before the Participant's Normal Retirement Date, the monthly Supplemental Retirement Benefit shall be reduced to its Actuarial Equivalent value.

5.3 Form of Benefit Payment. The Supplemental Retirement Benefit shall be paid in the basic form provided below, unless the Participant selects an alternate form of payment. The basic and alternative forms of payment are as follows:

(A) Basic Form of Benefit Payments. Unless an alternate selection is made, payments made pursuant to this Plan shall be made as follows: Monthly single life annuity for the Participant's life.

(B) Alternative Forms of Benefit Payment.

(i) A joint and survivor annuity of the Actuarial Equivalent Value equal to the Basic Benefit with payment continued to the survivor in the same amount as the amount paid to the Participant.

(ii) A joint and survivor annuity of the Actuarial Equivalent Value equal to the Basic Benefit with payment continued to the survivor and one-half of the amount paid to the Participant.

(iii) Any other Actuarial Equivalent method as approved by the Board and selected in accordance with the provisions of the appropriate IRS requirements, including but not limited to IRC 409A.

5.4 Modifying Form of Benefit Payment. A Participant may modify the form of Benefit Payment, however any such modification (i) may not take effect until at least twelve (12) months after the date on which the election is made, and (ii) the first payment to which such election is made must be deferred for a period of at least five (5) years from the date the payment would otherwise have been made.

5.5 Withholding of Payroll Taxes. The Employer shall withhold from payments made hereunder any taxes required to be withheld from a Participant's age under federal, state or local law. However, a Beneficiary may elect not to have withholding for federal income tax purposes pursuant to Section 3405(a)(2) of the Internal Revenue Code, or any successor provision thereto.

5.6 Payment to Guardian. If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of his property, the Committee may direct payment of such Plan benefit to the guardian, legal representative or such person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution of the Plan benefit. Such distribution shall completely discharge the Committee and the Employer from all liability with respect to such benefit.

ARTICLE VI
ADMINISTRATION

6.1 Committee and Duties. This Plan shall be administered by an Administrative Committee which shall consist of not less than three persons appointed by the Chairman of the Board. Any member of the Committee may be removed at any time by the Board. Any member may resign by delivering his written resignation to the Board. Upon the existence of any vacancy, the Board may appoint a successor. The Committee shall have the authority to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions including interpretations of this Plan, as may arise in connection with the Plan. A majority of the members of the Committee shall constitute a quorum for the transaction of business. A majority vote of the Committee members constituting a quorum shall control any decision.

6.2 Agents. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Employer.

6.3 Binding Effect of Decisions. The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

6.4 Indemnity of Committee. The Employer shall indemnify and hold harmless the members of the Committee against any and all claims, loss, damage, expense, or liability arising from any action or failure to act with respect to this Plan, except in the case of gross negligence or willful misconduct.

ARTICLE VII
BENEFICIARY DESIGNATION

7.1 Beneficiary Designation. Each Participant shall have the right, at any time, to designate any person or persons as his Beneficiary or Beneficiaries (both primary as well as secondary) to whom benefits under this Plan shall be paid in the event of his death prior to complete distribution to the Participant of the benefits due under the Plan. Each Beneficiary designation shall be in a written form prescribed by the Committee, and will be effective only when filed with the Committee during the Participant's lifetime.

7.2 Amendments to Beneficiary Designation. Any Beneficiary designation may be changed by a Participant without the consent of any designated Beneficiary by the filing of a new Beneficiary designation with the Committee. The filing of a new Beneficiary designation form will cancel all Beneficiary designations previously filed. If a Participant's Compensation is community property, any Beneficiary designation shall be valid or effective only as permitted under applicable law.

7.3 No Participant Designation. In the absence of an effective Beneficiary designation, or if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be the Participant's estate.

7.4 Effect of Payment. The payment to the deemed Beneficiary shall completely discharge the Employer's obligations under this Plan.

ARTICLE VIII
CLAIMS PROCEDURE

8.1 Claim. The Employer shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Plan and shall have authority to control and manage the operation and administration of this Plan. Consistent therewith, the Employer shall make all determinations as to the rights to benefits under this Plan. Any decision by the Employer denying a claim by the Participant, the Participant's spouse, or the Participant's beneficiary for benefits under this Plan shall be stated in writing and delivered or mailed, via registered or certified mail, to the Participant, the Participant's spouse or the Participant's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Employer shall provide the Participant, the Participant's spouse or the Participant's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

8.2 Arbitration of Disputes. All unresolved claims, disputes and other matters in question arising out of or relating to this Plan or the breach or interpretation thereof, other than those matters which are to be determined by the Employer in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), located in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), located in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Plan and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

ARTICLE IX
MISCELLANEOUS

9.1 Unfunded Plan. This Plan is intended to be an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly compensated employees" within the meaning of Sections 201, 301, and 401 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and therefore to be exempt from the provisions of Parts 2, 3, and 4 of Title 1 ERISA. Accordingly, the Plan shall terminate and no further benefits shall be paid hereunder in the event it is determined by a court of competent jurisdiction or by an opinion of counsel that the Plan constitutes an employee pension benefit plan within the meaning of Section 3(2) of ERISA which is not so exempt.

9.2 Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, interest or claims in any property or assets of the Employer, nor shall they be Beneficiaries of, or have any rights, claims or interests in any life insurance policies, annuity contracts, or the proceeds therefrom owned or which may be acquired by the Employer. Except as may be provided in Section 8.3, such policies, annuity contracts or other assets of the Employer shall not be held under any trust for the benefit of Participants, their Beneficiaries, heirs, successors or assigns, or held in any way as collateral security for the fulfilling of the obligations of the Employer under this Plan. Any and all of the Employer's assets and policies shall be, and remain, the general, unpledged, unrestricted assets of the Employer. The Employer's obligation under the Plan shall be that of an unfunded and unsecured promise to pay money in the future.

9.3 Trust Fund. The Employer shall be responsible for the payment of all benefits provided under the Plan. At its discretion, the Employer may establish one or more trusts, with such trustee as the Board may approve, for the purpose of providing for the payment of such benefits. Such trust or trusts may be irrevocable, but the assets thereof shall be subject to the claims of the Employer's creditors. To the extent any benefits provided under the Plan are actually paid from any such trust, the Employer shall have no further obligation with respect thereto, but to the extent not so paid, such benefit shall remain the obligation of, and shall be paid by, the Employer.

9.4 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and nontransferable. No part of the amount payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant's or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

9.5 Not a Contract of Employment. The terms and conditions of this Plan shall not be deemed to constitute a contract of employment between the Employer and the Participant, and the Participant (or his Beneficiary) shall have no rights against the Employer except as may otherwise be specifically provided herein. Moreover, nothing in this Plan shall be deemed to give a Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discipline or discharge him at any time.

9.6 Protective Provisions. A Participant will cooperate with the Employer by furnishing any and all information requested by the Employer, in order to facilitate the payment of benefit hereunder, and by taking such physical examinations as the Employer may deem necessary and taking such other action as may be requested by the Employer.

9.7 Terms. Whenever any words are used herein in the masculine, they shall be construed as though they were used in the feminine in all cases where they would so apply; and wherever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or singular, as the case may be, in all cases where they would so apply.

9.8 Captions. The captions of the articles, sections, and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

9.9 Governing Law. The provisions of this Plan shall be construed, interpreted, and governed in all respects in accordance with applicable federal law and, to the extent not preempted by such federal law, in accordance with the laws of the State of California.

9.10 Validity. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

9.11 Notice. Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient in writing and hand delivered, or sent by registered or certified mail, to any member of the Committee, or to the Employer's statutory agent. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

9.12 Successors. The provisions of this Plan shall bind and inure to the benefit of the Employer and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of the Employer, and successors of any such corporation or other business entity.

9.13 IRS Section 280G Issues. If all or any portion of the amounts payable to the Participant under this Plan, either alone or together with other payments which the Participant has the right to receive from the Employer, constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment), Participant shall be responsible for the payment of such excise tax and Employer (and its successor) shall be responsible for any loss of deductibility related thereto; provided, however, that Employer and Participant shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code. If, at a later date, it is determined (pursuant to final regulations or published rulings of the Internal Revenue Service, final judgment of a court of competent jurisdiction, or otherwise) that the amount of excise taxes payable by the Participant is greater than the amount initially so determined, then the Participant shall pay an amount equal to the sum of such additional excise taxes and any interest, fines and penalties resulting from such underpayment. The determination of the amount of any such excise taxes shall be made by the independent accounting firm employed by the Employer immediately prior to the change in control or such other independent accounting firm or advisor as may be mutually agreeable to Employer and Participant in the exercise of their reasonable good faith judgment.

HERITAGE COMMERCE CORP

By: _____
Signature and Date

By: _____
Secretary and Date

Title: _____

Section 3: EX-10.19 (EXHIBIT10-19)

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Section 4: EX-10.20 (EXHIBIT10-20)

Exhibit 10.20

LIFE INSURANCE
ENDORSEMENT METHOD SPLIT DOLLAR PLAN
AGREEMENT

Insurer/Policy Number:

Bank: Heritage Bank of Commerce

Insured:

Relationship of Insured to Bank: Executive

Date:

The respective rights and duties of the Bank and the Insured in the above policy(ies) the "Policy" or "Policies" shall be as follows:

I. DEFINITIONS

Refer to the Policy provisions for the definition of all terms in this Agreement.

II. POLICY TITLE AND OWNERSHIP

Title and ownership shall reside in the Bank for its use and for the use of the Insured all in accordance with this Agreement. The Bank alone may, to the extent of its interest, exercise the right to borrow or withdraw the Policy cash values. Where the Bank and the Insured (or beneficiary[ies] or assignee[s], with the consent of the Insured) mutually agree to exercise the right to increase the coverage under the subject split dollar Policy, then, in such event, the rights, duties and benefits of the parties to such increased coverage shall continue to be subject to the terms of this Agreement.

III. BENEFICIARY DESIGNATION RIGHTS

The Insured (or beneficiary[ies] or assignee[s]) shall have the right and power to designate a beneficiary or beneficiaries to receive his share of the proceeds payable upon the death of the Insured, and to elect and change a payment option for such beneficiary, subject to any right or interest the Bank may have in such proceeds, as provided in this Agreement.

IV. PREMIUM PAYMENT METHOD -

The Bank shall pay an amount equal to the planned premiums and any other premium payments that might become necessary to maintain the Policy in force.

V. TAXABLE BENEFIT

Annually the Insured will receive a taxable benefit equal to the assumed cost of insurance, as required by the Internal Revenue Service. The Bank (or its administrator) will report to the Insured the amount of imputed income each year on Form W-2 or its equivalent. In addition, Insured shall be responsible for all additional appropriate or required taxes, if any.

VI. DIVISION OF DEATH PROCEEDS

Subject to Paragraph VII herein, the division of the death proceeds of the Policy is as follows:

1. The Insured's beneficiary(ies), designated in accordance with Paragraph III, shall be entitled to an amount equal to Forty Percent (40%) of the Net-at-Risk insurance portion of the proceeds. The Net-at-Risk insurance portion is the total proceeds less the cash value of the Policy.
2. The Bank shall be entitled to the remainder of such proceeds.
3. The Bank and the Insured (or beneficiary[ies] or assignee[s]) shall share in any interest due on the death proceeds on a pro rata basis in the ratio that the proceeds due the Bank and the Insured, respectively, bears to the total proceeds, excluding any such interest.
4. In the event that the Policy is terminated other than as a result of (a) a termination of this Agreement pursuant to paragraph X or (b) any intentional act of the Insured which results in the termination of the Policy, then the Bank shall pay to the Insured's beneficiary(ies) an amount which will provide a total after-tax death benefit equal to the benefit that the Insured would have received if the Policy had not been terminated.

VII. DIVISION OF CASH SURRENDER VALUE

The Bank shall at all times be entitled to an amount equal to the Policy's cash value, as that term is defined in the Policy, less any Policy loans and unpaid interest or cash withdrawals previously incurred by the Bank and any applicable Policy surrender charges. Such cash value shall be determined as of the date of surrender of the Policy or death of the Insured as the case may be.

VIII. PREMIUM WAIVER

If the Policy contains a premium waiver provision, any such waived amounts shall be considered for all purposes of this Agreement as having been paid by the Bank.

IX. RIGHTS OF PARTIES WHERE POLICY ENDOWMENT OR ANNUITY ELECTION EXISTS

In the event the Policy involves an endowment or annuity element, the Bank's right and interest in any endowment proceeds or annuity benefits shall be determined under the provisions of this Agreement by regarding such endowment proceeds or the commuted value of such annuity benefits as the Policy's cash value. Such endowment proceeds or annuity benefits shall be treated like death proceeds for the purposes of division under this Agreement.

X. TERMINATION OF AGREEMENT

This Agreement shall terminate at the option of the Bank following thirty (30) days written notice to the Insured upon the happening of any one of the following:

1. The Insured's right to receive benefits under that certain Supplemental Executive Retirement Plan, effective as of _____, shall terminate for any reason other than the Insured's death, or
2. The Insured shall be discharged from service with the Bank "for cause". The term "for cause" shall mean:
 - a. The willful, intentional and material breach or the habitual and continued neglect by the Executive of his employment responsibilities and duties;
 - b. The Executive's willful and intentional violation of (i) any state, federal, banking or securities laws, or of the Bylaws, rules, policies or resolutions of Employer, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Employer, which has a material adverse effect upon the Employer;
 - c. The Executive's final conviction after exhaustion of all appeals of (i) any felony or (ii) a crime involving moral turpitude, or the Executive's willful and intentional commission of a fraudulent or dishonest act, which in any of the foregoing circumstances has a material adverse effect upon the Employer.

Upon such termination, the Insured (or beneficiary[ies] or assignee[s]) shall have a ninety (90) day option to receive from the Bank an absolute assignment of the Policy in consideration of a cash payment to the Bank, whereupon this Agreement shall terminate. Such cash payment shall be the greater of:

1. The Bank's share of the cash value of the Policy on the date of such assignment, as defined in this Agreement.
2. The amount of the premiums that have been paid by the Bank prior to the date of such assignment.

Should the Insured (or beneficiary[ies] or assignee[s]) fail to exercise this option within the prescribed ninety (90) day period, the Insured (or beneficiary[ies] or assignee[s]) agrees that all of his or her rights, interest and claims in the Policy shall terminate as of the date of the termination of this Agreement.

Except as provided above, this Agreement shall terminate upon distribution of the death benefit proceeds in accordance with Paragraph VI above.

XI. INSURED'S OR ASSIGNEE'S ASSIGNMENT RIGHTS

The Insured may not, without the prior written consent of the Bank, assign to any individual, trust or other organization, any right, title or interest in the Policy nor any rights, options, privileges or duties created under this Agreement.

XII. AGREEMENT BINDING UPON THE PARTIES

This Agreement shall be binding upon the Insured and the Bank, and their respective heirs, successors, personal representatives and assigns, as applicable.

XIII. NAMED FIDUCIARY AND PLAN ADMINISTRATOR

The Bank is hereby designated the "Named Fiduciary" until resignation or removal by its Board of Directors. As Named Fiduciary, the Bank shall be responsible for the management, control, and administration of this Agreement as established herein. The Named Fiduciary may allocate to others certain aspects of the management and operations responsibilities of this Agreement, including the employment of advisors and the delegation of any ministerial duties to qualified individuals.

XIV. FUNDING POLICY

The finding Policy for this Agreement shall be to maintain the Policy in force by paying, when due, all premiums required.

XV. CLAIM PROCEDURES

Claim forms or claim information as to the subject Policy can be obtained by contacting Benchmark, Inc. (800-544-6079). When the Named Fiduciary has a claim which may be covered under the provisions described in the Policy, it should contact the office named above, and they will either complete a claim form and forward it to an authorized representative of the Insurer or advise the named Fiduciary what further requirements are necessary. The Insurer will evaluate and make a decision as to payment. If the claim is payable, a benefit check will be issued to the Named Fiduciary.

In the event that a claim is not eligible under the Policy, the Insurer will notify the Named Fiduciary of the denial pursuant to the requirements under the terms of the Policy. If the Named Fiduciary is dissatisfied with the denial of the claim and wishes to contest such claim denial, it should contact the office named above and they will assist in making inquiry to the Insurer. All objections to the Insurer's actions should be in writing and submitted to the office named above for transmittal to the Insurer.

XVI. GENDER

Whenever in this Agreement words are used in the masculine, feminine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

XVII. INSURANCE COMPANY NOT A PARTY TO THIS AGREEMENT

The Insurer shall not be deemed a party to this Agreement, but will respect the rights of the parties as set forth herein upon receiving an executed copy of this Agreement. Payment or other performance in accordance with the Policy provisions shall fully discharge the Insurer from any and all liability.

IN WITNESS WHEREOF, the Insured and a duly authorized Bank officer have signed this Agreement as of the above written date.

HERITAGE BANK OF COMMERCE

INSURED

**BENEFICIARY DESIGNATION FORM
FOR THE LIFE INSURANCE ENDORSEMENT METHOD
SPLIT DOLLAR PLAN AGREEMENT**

I. PRIMARY DESIGNATION

(You may refer to the beneficiary designation information prior to completion of this form.)

A. Person(s) as a Primary Designation:

(Please indicate the percentage for each beneficiary)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

B. Estate as a Primary Designation:

My primary Beneficiary is the Estate of _____ as set forth in the last will and testament dated the _____ day of _____, _____ and any codicils thereto.

C. Trust as a Primary Designation:

Name of the Trust: _____

Execution Date of the Trust: _____ / _____ / _____

Name of the Trustee: _____

Beneficiary(ies) of the Trust (please indicate the percentage for each beneficiary):

Is this an Irrevocable Insurance Trust? _____ Yes _____ No

(If yes and this designation is for a Split Dollar agreement, an Assignment of Rights form should be completed.)

II. **SECONDARY DESIGNATION**

A. **Person(s) as a Secondary (Contingent) Designation:**
(Please indicate the percentage for each beneficiary)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

B. **Estate as a Secondary (Contingent) Designation:**

My primary Beneficiary is the Estate of _____ as set forth in the last will and testament dated the _____ day of _____, _____ and any codicils thereto.

C. **Trust as a Primary (Contingent) Designation:**

Name of the Trust: _____

Execution Date of the Trust: _____ / _____ / _____

Name of the Trustee: _____

Beneficiary(ies) of the Trust (please indicate the percentage for each beneficiary):

All sums payable under the Joint Beneficiary Designation Agreement by reason of my death shall be paid to the Primary Beneficiary(ies), if he or she survives me, and if no Primary Beneficiary(ies) shall survive me, then to the Secondary (Contingent) Beneficiary(ies). This beneficiary designation is valid until the participant notifies the bank in writing.

Insured

Date

NOTE** IF YOU RESIDE IN A COMMUNITY PROPERTY STATE (ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON OR WISCONSIN), AND YOU ARE DESIGNATING A BENEFICIARY OTHER THAN YOUR SPOUSE, THEN YOUR SPOUSE MUST ALSO SIGN THE BENEFICIARY DESIGNATION FORM.

I am aware that my spouse, the above named Insured has designated someone other than me to be the beneficiary and waive any rights I may have to the proceeds of such insurance under applicable community property laws. I understand that this consent and waiver supersedes any prior spousal consent or waiver under this plan.

Spouse Signature: _____

Date: _____

Section 5: EX-10.20 (EXHIBIT10-20)

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Section 6: EX-10.21 (EXHIBIT10-21)

Exhibit 10.21

**LIFE INSURANCE
ENDORSEMENT METHOD SPLIT DOLLAR PLAN
AGREEMENT**

Insurer/Policy Number: New York Life Insurance Company
Bank: Heritage Bank Of Commerce
Insured:
Relationship of Insured to Bank: Director
Date:

The respective rights and duties of the Bank and the Insured in the above policy(ies) (hereinafter the "Policy" or "Policies") shall be as follows:

I. DEFINITIONS

Refer to the Policy provisions for the definition of all terms in this Agreement.

II. POLICY TITLE AND OWNERSHIP

Title and ownership shall reside in the Bank for its use and for the use of the Insured all in accordance with this Agreement. The Bank alone may, to the extent of its interest, exercise the right to borrow or withdraw the Policy cash values. Where the Bank and the Insured (or beneficiary[ies] or assignee[s], with the consent of the Insured) mutually agree to exercise the right to increase the coverage under the subject split dollar Policy, then, in such event, the rights, duties and benefits of the parties to such increased coverage shall continue to be subject to the terms of this Agreement.

III. BENEFICIARY DESIGNATION RIGHTS

The Insured (or beneficiary[ies] or assignee[s]) shall have the right and power to designate a beneficiary or beneficiaries to receive his share of the proceeds payable upon the death of the Insured, and to elect and change a payment option for such beneficiary, subject to any right or interest the Bank may have in such proceeds, as provided in this Agreement.

IV. PREMIUM PAYMENT METHOD

The Bank shall pay an amount equal to the planned premiums and any other premium payments that might become necessary to maintain the Policy in force.

V. TAXABLE BENEFIT

Annually the Insured will receive a taxable benefit equal to the assumed cost of insurance, as required by the Internal Revenue Service. The Bank (or its administrator) will report to the Insured the amount of imputed income each year on Form W-2 or its equivalent. In addition, Insured shall be responsible for all additional appropriate or required taxes, if any.

VI. DIVISION OF DEATH PROCEEDS

Subject to Paragraph VII herein, the division of the death proceeds of the Policy is as follows:

1. The Insured's beneficiary(ies), designated in accordance with Paragraph III, shall be entitled to an amount equal to Eighty Percent (80%) of the Net-at-Risk insurance portion of the proceeds. The Net-at-Risk insurance portion is the total proceeds less the cash value of the Policy.
2. The Bank shall be entitled to the remainder of such proceeds.
3. The Bank and the insured (or beneficiary[ies] or assignee[s]) shall share in any interest due on the death proceeds on a pro rata basis in the ratio that the proceeds due the Bank and the Insured, respectively, bears to the total proceeds, excluding any such interest.
4. In the event that the Policy is terminated other than as a result of (a) a termination of this Agreement pursuant to paragraph X or (b) any intentional act of the Insured which results in the termination of the Policy, then the Bank shall pay to the Insured's beneficiary(ies) an amount which will provide a total after-tax death benefit equal to the benefit that the Insured would have received if the Policy had not been terminated.

VII. DIVISION OF CASH SURRENDER VALUE

The Bank shall at all times be entitled to an amount equal to the Policy's cash value, as that term is defined in the Policy, less any Policy loans and unpaid interest or cash withdrawals previously incurred by the Bank and any applicable Policy surrender charges. Such cash value shall be determined as of the date of surrender of the Policy or death of the Insured as the case may be.

VIII. PREMIUM WAIVER

If the Policy contains a premium waiver provision, any such waived amounts shall be considered for all purposes of this Agreement as having been paid by the Bank.

IX. RIGHTS OF PARTIES WHERE POLICY ENDOWMENT OR ANNUITY ELECTION EXISTS

In the event the Policy involves an endowment or annuity element, the Bank's right and interest in any endowment proceeds or annuity benefits shall be determined under the provisions of this Agreement by regarding such endowment proceeds or the commuted value of such annuity benefits as the Policy's cash value. Such endowment proceeds or annuity benefits shall be treated like death proceeds for the purposes of division under this Agreement.

X. TERMINATION OF AGREEMENT

This Agreement shall terminate at the option of the Bank following thirty (30) days written notice to the Insured upon the happening of any one of the following:

1. The Insured's right to receive benefits under that certain Director Compensation Benefits Agreement, effective as of _____, 2005, shall terminate for any reason other than the Insured's death, or
2. The Insured shall be removed from his position as a Director "for cause". The term "for cause" shall mean:
 - a. The willful, intentional and material breach or the habitual and continued neglect by the Director of his responsibilities and duties;
 - b. The Director's willful and intentional violation of (i) any state, federal, banking or securities laws, or of the Bylaws, rules, policies or resolutions of Employer, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Employer, which has a material adverse effect upon the Employer;
 - c. The Director's final conviction after exhaustion of all appeals of (i) any felony or (ii) a crime involving moral turpitude, or the Director's willful and intentional commission of a fraudulent or dishonest act, which in any of the foregoing circumstances has a material adverse effect upon the Employer.

Upon such termination, the Insured (or beneficiary[ies] or assignee[s]) shall have a ninety (90) day option to receive from the Bank an absolute assignment of the Policy in consideration of a cash payment to the Bank, whereupon this Agreement shall terminate. Such cash payment shall be the greater of:

1. The Bank's share of the cash value of the Policy on the date of such assignment, as defined in this Agreement.
2. The amount of the premiums that have been paid by the Bank prior to the date of such assignment.

Should the Insured (or beneficiary[ies] or assignee[s]) fail to exercise this option within the prescribed ninety (90) day period, the Insured (or beneficiary[ies] or assignee[s]) agrees that all of his or her rights, interest and claims in the Policy shall terminate as of the date of the termination of this Agreement.

Except as provided above, this Agreement shall terminate upon distribution of the death benefit proceeds in accordance with Paragraph VI above.

XI. INSURED'S OR ASSIGNEE'S ASSIGNMENT RIGHTS

The Insured may not, without the prior written consent of the Bank, assign to any individual, trust or other organization, any right, title or interest in the Policy nor any rights, options, privileges or duties created under this Agreement.

XII. AGREEMENT BINDING UPON THE PARTIES

This Agreement shall be binding upon the Insured and the Bank, and their respective heirs, successors, personal representatives and assigns, as applicable.

XIII. NAMED FIDUCIARY AND PLAN ADMINISTRATOR

The Bank is hereby designated the "Named Fiduciary" until resignation or removal by its Board of Directors. As Named Fiduciary, the Bank shall be responsible for the management, control, and administration of this Agreement as established herein. The Named Fiduciary may allocate to others certain aspects of the management and operations responsibilities of this Agreement, including the employment of advisors and the delegation of any ministerial duties to qualified individuals.

XIV. FUNDING POLICY

The funding Policy for this Agreement shall be to maintain the Policy in force by paying, when due, all premiums required.

XV. CLAIM PROCEDURES

Claim forms or claim information as to the subject Policy can be obtained by contacting Benchmark, Inc. (800-544-6079). When the Named Fiduciary has a claim which may be covered under the provisions described in the Policy, it should contact the office named above, and they will either complete a claim form and forward it to an authorized representative of the Insurer or advise the named Fiduciary what further requirements are necessary. The Insurer will evaluate and make a decision as to payment. If the claim is payable, a benefit check will be issued to the Named Fiduciary.

In the event that a claim is not eligible under the Policy, the Insurer will notify the Named Fiduciary of the denial pursuant to the requirements under the terms of the Policy. If the Named Fiduciary is dissatisfied with the denial of the claim and wishes to contest such claim denial, it should contact the office named above and they will assist in making inquiry to the Insurer. All objections to the Insurer's actions should be in writing and submitted to the office named above for transmittal to the Insurer.

XVI. GENDER

Whenever in this Agreement words are used in the masculine, feminine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

XVII. INSURANCE COMPANY NOT A PARTY TO THIS AGREEMENT

The Insurer shall not be deemed a party to this Agreement, but will respect the rights of the parties as set forth herein upon receiving an executed copy of this Agreement. Payment or other performance in accordance with the Policy provisions shall fully discharge the Insurer from any and all liability.

IN WITNESS WHEREOF, the Insured and a duly authorized Bank officer have signed this Agreement as of the above written date.

HERITAGE BANK OF COMMERCE

INSURED

**BENEFICIARY DESIGNATION FORM
FOR THE LIFE INSURANCE ENDORSEMENT METHOD
SPLIT DOLLAR PLAN AGREEMENT**

I. PRIMARY DESIGNATION

(You may refer to the beneficiary designation information prior to completion of this form.)

A. Person(s) as a Primary Designation:

(Please indicate the percentage for each beneficiary)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

B. Estate as a Primary Designation:

My primary Beneficiary is the Estate of _____ as set forth in the last will and testament dated the _____ day of _____, _____ and any codicils thereto.

C. Trust as a Primary Designation:

Name of the Trust: _____

Execution Date of the Trust: _____ / _____ / _____

Name of the Trustee: _____

Beneficiary(ies) of the Trust (please indicate the percentage for each beneficiary):

Is this an Irrevocable Insurance Trust? _____ Yes _____ No

(If yes and this designation is for a Split Dollar agreement, an Assignment of Rights form should be completed.)

II. **SECONDARY DESIGNATION**

A. **Person(s) as a Secondary (Contingent) Designation:**
(Please indicate the percentage for each beneficiary)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

Name _____ Relationship _____ / _____ %

Address: _____
(State) (City) (State)(Zip)

B. **Estate as a Secondary (Contingent) Designation:**

My primary Beneficiary is the Estate of _____ as set forth in the last will and testament dated the _____ day of _____, _____ and any codicils thereto.

C. **Trust as a Primary (Contingent) Designation:**

Name of the Trust: _____

Execution Date of the Trust: _____ / _____ / _____

Name of the Trustee: _____

Beneficiary(ies) of the Trust (please indicate the percentage for each beneficiary):

All sums payable under the Joint Beneficiary Designation Agreement by reason of my death shall be paid to the Primary Beneficiary(ies), if he or she survives me, and if no Primary Beneficiary(ies) shall survive me, then to the Secondary (Contingent) Beneficiary(ies). This beneficiary designation is valid until the participant notifies the bank in writing.

Insured

Date

NOTE** IF YOU RESIDE IN A COMMUNITY PROPERTY STATE (ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON OR WISCONSIN), AND YOU ARE DESIGNATING A BENEFICIARY OTHER THAN YOUR SPOUSE, THEN YOUR SPOUSE MUST ALSO SIGN THE BENEFICIARY DESIGNATION FORM.

I am aware that my spouse, the above named Insured has designated someone other than me to be the beneficiary and waive any rights I may have to the proceeds of such insurance under applicable community property laws. I understand that this consent and waiver supersedes any prior spousal consent or waiver under this plan.

Spouse Signature: _____

Date: _____

Section 7: EX-10.21 (EXHIBIT10-21)

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Section 8: EX-10.22 (EXHIBIT10-22)

AMENDMENT NO.1 TO
DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Amendment, made and entered into by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Frank G. Bisceglia, an individual residing in the State of California (the "Director"), amends certain provisions of the Director Indexed Compensation Benefits Agreement dated June 19, 1997 between the Bank and the Director (the Agreement) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the Banks accountants, Deloitte & Touche LLP, have notified the Bank of a change in the accounting treatment accorded to the Index Benefits under the Agreement, which increases the benefits expense to the Bank;

WHEREAS, the Bank and the Director have agreed to delete the Index Benefits and substitute a defined benefit payable during the Directors life in order to (a) reduce the benefit expense increase caused by the change in accounting treatment, and (b) maintain, to the extent feasible, a benefit entitlement which is substantially equivalent, but not in excess of the projected Index Benefits under the Agreement; and

WHEREAS, it is the intent of the Bank and the Director that this Amendment be effective as of October 21, 1999, and except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Bank and the Director agree as follows:

AGREEMENT

1. The Agreement is hereby amended as follows:

a. The terms "Index", "Indexed" and "Index Benefit", whether plural or singular, and all references to payments related thereto as set forth in the Agreement and Schedules thereto, are hereby deleted.

b. All provisions in the Agreement which refer in any manner to payment or distribution of Director Benefits following the Directors death to a "beneficiary" or "designated beneficiary", "Surviving Spouse" or "spouse", "qualified personal representative", "executor", "administrator", or "Director's estate", along with any definitions of such terms, and Schedule C, are hereby deleted.

c. The portion of subparagraphs 3.1, 3.2, and 4.2 which reads as follows: "... payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph and a period inserted in lieu of the comma at the end of the text remaining after such deletions.

d. The term "Employer" used in subparagraphs 3.2, 5.1, 5.2 and 5.4 is amended to read "Bank".

e. The last sentence of subparagraphs 5.1, 5.2, and 5.4 which reads as follows: "The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Executive's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph.

f. Subparagraphs 3.3 and 4.1 are hereby deleted and subparagraph 4.2 is substituted in lieu of Paragraph 4.

g. An amended Schedule B in the form attached hereto as Exhibit I and incorporated herein by this reference replaces and supersedes the prior Schedule B in the Agreement.

h. Schedule D is hereby deleted.

i. All references to provisions of the Agreement which have been amended hereby are themselves hereby amended to conform to such amended provisions.

2. Except as amended hereby, the Agreement remains in full force and effect as of the date thereof.

BANK

DIRECTOR

HERITAGE BANK OF COMMERCE

By: _____
John E. Rossell III
President and CEO

Frank G. Bisceglia

Dated: March 17, 2000

Dated: February 1, 2000

SPOUSAL CONSENT

I, Susan L. Bisceglia, being the spouse of Frank G. Bisceglia, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Amendment No. 1 to the Director Indexed Compensation Benefits Agreement between the Bank and my spouse. I understand that Amendment No. 1 to the Agreement may affect certain rights which I may have in the benefits provided for under the terms of the Agreement and in which I may have a marital property interest.

Dated: February 1, 2000

Susan L. Bisceglia

SCHEDULE B

DIRECTOR BENEFITS

A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until the death of the Director.

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Frank G. Bisceglia, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors;

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be;

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage listed on Schedule "A" attached hereto which is adjacent to the number of calendar years which have elapsed from the date of the Director's commencement of service as a member of the Board of Directors of the Bank and ending on the date payments are to first begin under the terms of this Agreement. Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon the occurrence of a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to Director's death or paid to Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after Director's death.

1.3 Beneficiary. The term "beneficiary" or "designated beneficiary" shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Exhibit "C," to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof and is received by the Administrator prior to the Director's death.

1.4 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank's outstanding common stock): (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns 100% of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control," as described above.

1.5 The Code. The “Code” shall mean the Internal Revenue Code of 1986, as amended (the “Code”).

1.6 Disability/Disabled. The term “Disability” or “Disabled” shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including, without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Early Retirement Date. The term “Early Retirement Date” shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term “Effective Date” shall mean the date first written above.

1.9 ERISA. The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Director Benefits. The term “Director Benefits” shall mean the benefits determined in accordance with Schedule “B”, and reduced to the extent: (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax Laws (e.g., FICA, FUTA, SDI).

1.11 Plan Year. The term “Plan Year” shall mean the Bank’s fiscal year.

1.12 Retirement. The term “Retirement” or “Retires” shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.13 Surviving Spouse. The term “Surviving Spouse” shall mean the person, if any, who shall be legally married to the Director on the date of the Director’s death.

1.14 Removal for Cause. The term “removal for cause” shall mean termination of a Director’s service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director’s deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (i) is of unsound mind, or (ii) has committed a gross abuse of authority or discretion with reference to the Bank, or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director’s conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director’s disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank’s Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.7 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs.

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined N above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date. At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

4. Payments in the Event Death or Disability Occurs Prior to Retirement.

4.1 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled while serving as a member of the Board of Directors of the Bank at any time after the Effective Date of this Agreement, but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled.

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age.

5.2 Voluntary Termination by the Director. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable.

5.3 Termination by Removal for Cause. The Director agrees that if his service as a member of the Board of Directors of the Bank is terminated by "removal for cause," as defined in subparagraph 1.14 of this Agreement, he shall forfeit any and all rights and benefits he may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of, a "Change in Control" (as defined in subparagraph 1.4 above), the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that, notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the "Total Payments"), will not be deductible (in whole or in part) as a result of Code Section 2800 or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any future Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a "parachute payment" within the meaning of Section 2800 of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director;

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above in their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 2800 of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 2800 of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director's spouse or the Director's beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director's spouse nor the Director's beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director's spouse and the Director's beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director, the Director's spouse, or the Director's beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director's spouse or the Director's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director's spouse or the Director's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) neither the Director, the Director's spouse or the Director's designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director, the Director's spouse or the Director's designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director's spouse and the Director's designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director and that it is the intention of the Bank to make contributions and/or transfer assets to the Trust in order to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director or its beneficiaries in such manner and at such times as specified in this Agreement.

10. Discretion of Board to Accelerate Payout. Notwithstanding any of the other provisions of this Agreement, the Board of Directors of the Bank may, if determined in its sole and absolute discretion to be appropriate, accelerate the payment of the amounts due under the terms of this Agreement, provided that Director (or Director's spouse or designated beneficiaries): (i) consents to the revised payout terms determined appropriate by the Bank's Board of Directors; and (ii) does not negotiate or in anyway influence the terms of proposed altered/accelerated payout (said decision to be made solely by the Bank's Board of Directors and offered to the Director [or Director's spouse or designated beneficiaries] on a "take it or leave it basis"),

11. Miscellaneous.

11.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 2800 of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for himself or herself, and his or her heirs, beneficiaries, legal representatives, agents, successors and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 11.1. The Director further acknowledges that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

11.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), presently located at 111 Pine Street, Suite 710, in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), presently located at 417 Montgomery Street, in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

11.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

11.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank:	Heritage Bank of Commerce
	150 Almaden Boulevard
	San Jose, California 95113
	Attn: Chairman of the Board
If to the Director:	1804 Cherry Avenue
	San Jose, CA 95125

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, no; prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and shall terminate this Agreement, and the Bank shall thereupon have no further liability hereunder.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person,

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank of Commerce

By: _____
William J. Del Biaggio, Jr.
Chairman of the Board of Directors

Frank G. Bisceglia

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 8, 1997	36.00%
June 8, 1998	48.00%
June 8, 1999	60.00%
June 8, 2000	72.00%
June 8, 2001	84.00%
June 8, 2002	100.00%

SCHEDULE B

DIRECTOR BENEFITS

1. Director Benefits Determination.

The Director Benefits shall be determined based upon the following:

a. Benefit Account:

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the Director's Retirement or other termination of service under the Agreement, such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the Director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. Index Benefit:

The Index Benefit for the Director for any year shall be equal to the excess of the annual earnings (if any) determined by the Index for that Plan Year over the Opportunity Cost for that Plan Year.

c. Index:

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company:	Canada Life Assurance Company
Policy Form:	Whole Life
Policy Name:	CL/1
Insured's Age and Sex:	Male, 52
Riders:	None
Ratings:	None
Option:	Level
Face Amount:	\$189,812
Premiums Paid:	\$75,000
No. of Premium Payments:	Single Premium
Assumed Purchase Date:	September 16, 1997

Insurance Company:	American General Life Insurance Co.
Policy Form:	Flexible Premium Adjustable Life
Policy Name:	Corporate America Bank
Insured's Age and Sex:	Male, 52
Riders:	None
Ratings:	None
Option:	Level
Face Amount:	\$178,350
Premiums Paid:	\$75,000
No. of Premium Payments:	Single Premium
Assumed Purchase Date:	September 16, 1997

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. Opportunity Cost:

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control). Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

e. Director Benefits Payments.

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death:

Primary Beneficiary:

<u>Sue Bisceglia</u> Name	<u>1804 Cherry Ave.</u> Address	<u>Wife</u> Relationship
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Secondary (Contingent) Beneficiary:

<u>Bisceglia Family Trust</u> Name	<u>Same</u> Address	<u>Wife</u> Relationship
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THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June ____, 1997

Frank G. Bisceglia

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____ being the spouse of Frank G. Bisceglia, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June _____, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- ____ thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June 6, 1997

Signed: _____
Frank G. Bisceglia

Section 9: EX-10.22 (EXHIBIT10-22)

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Section 10: EX-10.23 (EXHIBIT10-23)

Exhibit 10.23

AMENDMENT NO. 1 TO
DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Amendment, made and entered into by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and James R. Blair, an individual residing in the State of California (the "Director"), amends certain provisions of the Director Indexed Compensation Benefits Agreement dated June 19, 1997 between the Bank and the Director (the Agreement) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the Banks accountants, Deloitte & Touche LLP, have notified the Bank of a change in the accounting treatment accorded to the Index Benefits under the Agreement, which increases the benefits expense to the Bank;

WHEREAS, the Bank and the Director have agreed to delete the Index Benefits and substitute a defined benefit payable during the Directors life in order to (a) reduce the benefit expense increase caused by the change in accounting treatment, and (b) maintain, to the extent feasible, a benefit entitlement which is substantially equivalent, but not in excess of the projected Index Benefits under the Agreement; and

WHEREAS, it is the intent of the Bank and the Director that this Amendment be effective as of October 21, 1999, and except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Bank and the Director agree as follows:

AGREEMENT

1. The Agreement is hereby amended as follows:

a. The terms "Index", "Indexed" and "Index Benefit", whether plural or singular, and all references to payments related thereto as set forth in the Agreement and Schedules thereto, are hereby deleted.

b. All provisions in the Agreement which refer in any manner to payment or distribution of Director Benefits following the Directors death to a "beneficiary" or "designated beneficiary", "Surviving Spouse" or "spouse", "qualified personal representative", "executor", "administrator", or "Director's estate", along with any definitions of such terms, and Schedule C, are hereby deleted.

c. The portion of subparagraphs 3.1, 3.2, and 4.2 which reads as follows: "...payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B"., is hereby deleted from each such subparagraph and a period inserted in lieu of the comma at the end of the text remaining after such deletions.

d. The term "Employer" used in subparagraphs 3.2, 5.1, 5.2 and 5.4 is amended to read "Bank".

e. The last sentence of subparagraphs 5.1, 5.2, and 5.4 which reads as follows: "The installments shall be payable (I) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Executive's death in the case of the Index Benefit defined in Schedule "B"., is hereby deleted from each such subparagraph

f. Subparagraphs 3.3 and 4.1 are hereby deleted and subparagraph 4.2 is substituted in lieu of Paragraph 4.

g. An amended Schedule B in the form attached hereto as Exhibit 1 and incorporated herein by this reference replaces and supersedes the prior Schedule B in the Agreement.

h. Schedule D is hereby deleted.

i. All references to provisions of the Agreement which have been amended hereby are themselves hereby amended to conform to such amended provisions.

2. Except as amended hereby, the Agreement remains in full force and effect as of the date thereof.

BANK

DIRECTOR

HERITAGE BANK OF COMMERCE

By: _____
John E. Rossell III
President and CEO

James R. Blair

Dated: _____, 2000

Dated: _____, 2000

SPOUSAL CONSENT

I, _____, being the spouse of James R. Blair, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Amendment No. 1 to the Director Indexed Compensation Benefits Agreement between the Bank and my spouse. I understand that Amendment No. 1 to the Agreement may affect certain rights which I may have in the benefits provided for under the terms of the Agreement and in which I may have a marital property interest.

Dated: _____, 2000

SCHEDULE B

DIRECTOR BENEFITS

A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until the death of the Director.

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and James R. Blair, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS; the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage adjacent to a calendar period listed on Schedule "A" attached hereto, which percentage shall remain in effect until an adjustment occurs on each succeeding calendar period during the term of service as a member of the Board of Directors of the Bank. Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon termination of service described in subparagraph 5.4 pursuant to a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below, which death or Disability occurs prior to termination of service; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

1.3 Beneficiary. The term "beneficiary" or "designated beneficiary" shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Schedule "C," to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof, completed and signed by the Director and is received by the Administrator prior to the Director's death.

1.4 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank's outstanding common stock): (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period.

Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns 100% of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control," as described above.

1.5 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.6 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including, without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age written above.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent: (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.13 Surviving Spouse. The term "Surviving Spouse" shall mean the person, if any, who shall be legally married to the Director on the date of the Director's death.

1.14 Removal for Cause. The term "removal for cause" shall mean termination of a Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director's deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (i) is of unsound mind, or (ii) has committed a gross abuse of authority or discretion with reference to the Bank, or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director's conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director's disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.7 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Early Retirement Date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B". At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

3.3 Payments in the Event of Death After Retirement. The Bank agrees that if the Director Retires, but shall die before receiving all of the Director Benefits Payments specified in Schedule "B", the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4. Payments in the Event Death or Disability Occurs Prior to Retirement.

4.1 Payments in the Event of Death Prior to Retirement. If the Director dies at any time after the Effective Date of this Agreement, but prior to Retirement, the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4.2 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement, but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.2 Voluntary Termination by the Director. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.3 Termination by Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated by "removal for cause," as defined in subparagraph 1.14 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of, a "Change in Control", the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that, notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the "Total Payments"), will not be deductible (in whole or in part) as a result of Code Section 280G or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any future Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a "parachute payment" within the meaning of Section 280G of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director,

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above in their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 280G of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 280G of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director's spouse or the Director's beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director's spouse nor the Director's beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director's spouse and the Director's beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director, the Director's spouse, or the Director's beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director's spouse or the Director's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director's spouse or the Director's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) neither the Director, the Director's spouse or the Director's designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director, the Director's spouse or the Director's designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director's spouse and the Director's designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director and that it is the intention of the Bank to make contributions and/or transfer assets to the Trust in order to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director or its beneficiaries in such manner and at such times as specified in this Agreement.

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank of Commerce

By: _____
William J. Del Biaggio, Jr.
Chairman of the Board of Directors

James R. Blair

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 7, 1997	0.00%
June 8, 1997 to June 7, 1998	36.00%
June 8, 1998 to June 7, 1999	48.00%
June 8, 1999 to June 7, 2000	60.00%
June 8, 2000 to June 7, 2001	72.00%
June 8, 2001 to June 7, 2002	84.00%
June 8, 2002 and Thereafter	100.00%

See subparagraph 1.2 of the Agreement for a definition and discussion of the Applicable Percentage.

SCHEDULE B

DIRECTOR BENEFITS

1. **Director Benefits Determination.**

The Director Benefits shall be determined based upon the following:

a. **Benefit Account:**

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the date on which the Director becomes eligible to receive payments under the Agreement, such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the Director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. **Index Benefit:**

After the date on which the Director becomes eligible to receive payments under the Agreement, the Index Benefit for the Director for any Plan Year shall be determined by subtracting the Opportunity Cost for that Plan Year from the earnings, if any, established by the Index.

c. **Index:**

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company: Canada Life Assurance Company/US2650640 American General Life Insurance Company/CM0000764L

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. **Opportunity Cost:**

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control). Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

**EXAMPLE
INDEX BENEFITS**

[n] End of Year	[A] Cash Surrender Value of Life Insurance Policy	[B] Index [Annual Policy Income] $A^n - A^{n-1}$	[C] Opportunity Cost $A^0 = \text{premium}$ $A^0 + C^{n-1} \times 0.5x (1-42\%)$	[D] Annual Benefit B-C	Cumulative Benefit $D + D^{n-1}$
0	\$1,000,000	—	—	—	—
1	\$1,050,000	\$50,000	\$29,000	\$21,000	\$21,000
2	\$1,102,500	\$52,500	\$29,841	\$22,659	\$43,659
3	\$1,157,625	\$55,125	\$30,706	\$24,419	\$68,078
.					
.					
.					

Assumptions: Initial Insurance = \$1,000,000

Effective Tax Rate = 42%

One Year US Treasury Yield = 5%

2. **Director Benefits Payments.**

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death:

Primary Beneficiary:

The Blair Family Trust
Name

u/a/d 12/22/94 111 Forrester Ct., Los Gatos, CA 95032
Address

Relationship

Secondary (Contingent) Beneficiary:

Name

Address

Relationship

THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June __, 1997

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____, being the spouse of James R. Blair, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June __, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- ____ thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- ____ one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June __, 1997

Signed: _____
James R. Blair

Section 11: EX-10.23 (EXHIBIT10-23)

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Section 12: EX-10.24 (EXHIBIT10-24)

Exhibit 10.24

DIRECTOR COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of May 24, 2007 by and between Heritage Commerce Corporation ("the Bank"), and Jack W. Conner, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank (hereinafter the "Board") and has served in such capacity since September 2004;

WHEREAS, the Bank desires to establish a compensation benefit program for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director;

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the Named Fiduciary of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage which corresponds with number of "Years of Service" completed as of the date the Director Separates from Service, or it shall be One Hundred Percent (100%), as stipulated herein for certain described events, including but not limited to: (i) a Termination Pursuant to a Change in Control (as defined herein), provided payments have not yet begun hereunder or (ii) upon the Director becoming Disabled while serving on the Board.

The Applicable Percentage shall remain in effect until an adjustment occurs upon the completion of each Year of Service (as defined herein), and until Director has reached the maximum Applicable Percentage of One-Hundred Percent (100%) after Nine (9) Years of Service, Subject to the forgoing, the Applicable Percentage shall be determined in accordance with the following schedule:

Completed Years of Service

Applicable Percentage

Less Than One	10%
One	20%
Two	30%
Three	40%
Four	50%
Five	60%
Six	70%
Seven	80%
Eight	90%
Nine	100%

1.3 Change in Control. For the purposes of this Agreement, the term "Change in Control" shall be defined as follows:

- (A) The acquisition of more than fifty percent (50%) of the value or voting power of the Bank's stock by a person or group;
 - (B) The acquisition in a period of twelve (12) months or less of at least thirty five percent (35%) of the Bank's stock by a person or group;
 - (C) The replacement of a majority of the Bank's board in a period of twelve (12) months or less by Directors who were not endorsed by a majority of the current board members; or
 - (D) The acquisition in a period of twelve (12) months or less of forty percent (40%) or more of the Bank's assets by an unrelated entity.
-

For the purpose of this Agreement, transfers made on account of deaths or gifts, transfers between family members or transfers to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control.

1.4 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.5 Director Benefit. The term "Director Benefit" shall mean the annual benefit paid out to the Director pursuant to this Agreement, unless specified otherwise by the terms of this Agreement and according to the circumstances giving rise to the Separation from Service, the Director Benefit shall be calculated by multiplying the following: (Director's Years of Service) X (One Thousand Dollars) X (Applicable percentage). The Director Benefit shall continue to increase as each Year of Service is completed. In addition, the annual amount of Director Benefits payable under this Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments until the death of the Director.

As previously stated, the actual amount of the Director Benefit to be paid shall be determined at the time Director Separates from Service as a Director, and shall be determined according to the circumstances giving rise to the Separation from Service and the relevant Applicable Percentage schedule. Furthermore, the benefit shall be reduced to the extent: (i) required under the other provisions of this Agreement; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.6 Disability/Disabled. For the purposes of this Agreement, a Director will be considered Disabled if:

- (A) He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or
- (B) He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering directors of the Bank.

1.7 Early Retirement. The term "Early Retirement" shall mean, the Director's Separation from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Normal Retirement Date and Normal Retirement Age. The terms "Normal Retirement" and/or "Normal Retirement Date" shall refer to the date which the Director Separates from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date on or after which Director attains the age of Sixty-Two (62) (the "Normal Retirement Age").

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Removal for Cause. The term "Removal for Cause" or "Removed for Cause" shall mean termination of the Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

- (A) The willful, intentional and material breach or the habitual and continued neglect by the Director of his duties;
- (B) The Director's willful and intentional violation of (i) any State or Federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of Bank, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;
- (C) The Director's conviction of (i) any felony or (ii) a crime involving moral turpitude, or the Director's willful and intentional commission a fraudulent or dishonest act; or
- (D) The Director's willful and intentional disclosure, without authority, of any secret or confidential information concerning Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or induces any customer to breach any contract with the Bank.

1.13 Separates From Service or Termination of Service. The terms "Separates from Service" or a "Termination" of service shall refer to the Director ceasing to serve as a member of the Board of Directors for any reason.

1.14 Termination Pursuant to a Change in Control. A Termination shall be deemed to be "Pursuant to a Change in Control" if, within two (2) years following the occurrence of a Change in Control, the Director is removed from the Board for reasons other than a Removal for Cause.

1.15 Termination Without Cause. A Termination shall be deemed to be "Without Cause" if, prior Normal Retirement Age, the Director is terminated by the Bank for reasons other than a Termination for Cause, a Disability, or Pursuant to a Change in Control.

1.16 Years of Service. The term "Years of Service" shall mean the twelve (12) consecutive month period beginning on the date on which Director becomes a member of the Board of Directors of the Bank, and any twelve (12) month anniversary thereof, during which time Director has consecutively served on the Board.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early or Normal Retirement. In the event the Director continues to serve as a member of the Board of Directors until qualifying for Early or Normal Retirement pursuant to the terms of Paragraphs 1.7 and 1.10 above, then (excluding a termination under the provisions of paragraph 4 or 5.4 herein), upon a Separation from Service, Director shall be entitled to be paid the Applicable Percentage of the Director Benefit based on his Years of Service. Payments shall be made in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service and shall continue monthly until Director's death.

4. Payments in the Event of Disability. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement and while serving as a Director, then the Applicable Percentage of the Director Benefits shall be One Hundred Percent (100%). The Director Benefit shall be paid in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service. Payments shall then continue monthly until Director's death.

5. Payments in the Event Service is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be Terminated, other than by reason of death, Disability or Retirement, prior to the Director qualifying for Early or Normal Retirement, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director is Terminated Without Cause at any time, then he shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Terminates. Payments shall then continue until Director's death.

5.2 Voluntary Termination by the Director. If the Director's service is terminated by voluntary resignation and such resignation is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates. Payments shall then continue until Director's death.

5.3 Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated as a result of a "Removal for Cause", as defined in subparagraph 1.12 of this Agreement, the Director shall forfeit any and all rights, and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination Pursuant to a Change in Control. In the event the Director's service as a member of the Board of Directors of the Bank is Terminated Pursuant to a Change in Control, then the Director shall be entitled to be paid a One Hundred Percent (100%) Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates. Payments shall then continue until Director's death.

6. Section 280G Benefits Redaction. If all or any portion of the amounts payable to the Director under this Agreement, either alone or together with other payments which the Director has the right to receive from the Bank, constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment), Director shall be responsible for the payment of such excise tax and Bank (and its successor) shall be responsible for any loss of deductibility related thereto; provided, however, that Bank and Director shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code. If, at a later date, it is determined (pursuant to final regulations or published rulings of the Internal Revenue Service, final judgment of a court of competent jurisdiction, or otherwise) that the amount of excise taxes payable by the Director is greater than the amount initially so determined, then the Director shall pay an amount equal to the sum of such additional excise taxes and any interest, fines and penalties resulting from such underpayment. The determination of the amount of any such excise taxes shall be made by the independent accounting firm employed by the Bank immediately prior to the change in control or such other independent accounting firm or advisor as may be mutually agreeable to Bank and Director in the exercise of their reasonable good faith judgment.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, the Director shall have no right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. In the event a dispute arises over benefits under this Agreement and benefits are not paid to the Director and Director feels he is entitled to receive such benefits, then a written claim must be made to the Named Fiduciary and Plan Administrator named above within forty-five (45) days from the date payments are refused. The Named Fiduciary and Plan Administrator shall review the written claim and if the claim is denied, in whole or in part, they shall provide in writing within forty-five (45) days of receipt of such claim the specific reasons for such denial, reference to the provisions of this Agreement upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the additional steps to be taken by claimants if a further review of the claim denial is desired. A claim shall be deemed denied if the Named Fiduciary and Plan Administrator fail to take any action within the aforesaid forty-five (45) day period.

If claimants desire a second review they shall notify the Named Fiduciary and Plan Administrator in writing within forty-five (45) days of the first claim denial. Claimants may review this Agreement or any documents relating thereto and submit any written issues and comments it may feel appropriate. In their sole discretion, the Named Fiduciary and Plan Administrator shall then review the second claim and provide a written decision within forty-five (45) days of receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Agreement upon which the decision is based.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) Director shall have no legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director in order to permit the Bank to make contributions and/or transfer assets to the Trust to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director in such manner and at such times as specified in this Agreement.

10. Miscellaneous.

10.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for the Director, himself, and his heirs, legal representatives, agents, successors, and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 10.1. The Director further acknowledges and agrees that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

10.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

10.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect. Or be used in connection with the interpretation of this Agreement.

10.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

10.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation shall govern the validity, interpretation, construction and effect of this Agreement.

10.14 Gender. Whenever in this Agreement words are used in the masculine, feminine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

11. Internal Revenue Code Section 409A Compliance. Notwithstanding any provision existing in this Agreement or any amendment thereto, it is the intent of the Bank and the Director that any payment or benefit provided pursuant to this Agreement shall be made and paid in a manner, at a time and in a form which complies with the applicable requirements of IRC Section 409A, in order to avoid any unfavorable tax consequences resulting from any such failure to comply. Furthermore, for the purposes of this Agreement, IRC Section 409A shall be read to include any related or relevant IRS Notices (including but not limited to Notice 2006-79) and the currently proposed regulations.

In accordance with the current restrictions on payouts of deferred compensation, and with respect to any plan amendment or election in 2006, such amendment or election may not act as to accelerate any payments or cause any payment to be made in 2006 that would not otherwise be payable in 2006. Furthermore, and in accordance with IRS Notice 2006-79, this restriction also applies to payments following a separation from service, and similarly applies to elections/amendments and payments made and to be made in 2007. In the event of any modification or amendment in 2006 (or 2007) regarding a payment to be made in 2006 (or 2007), such payment shall not be made or commence until January 1, 2007 (or January 1, 2008, as applicable).

The parties reserve the right to amend this agreement as necessary in order to comply with IRC Section 409A. Furthermore, this Agreement shall be administered in compliance with IRC Section 409A and the related rules, regulations and notices. Any section of this Agreement which violates IRC Section 409A and the related rules, regulations and notices shall be void and without effect.

12. Intentional Act by Director which Precludes Recovery. Notwithstanding any other provision in this Agreement or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary, then: (1) the Director's estate or designated beneficiary(ies) shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director, the designated Beneficiary(ies) or to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

IN WITNESS WHEREOF, the Director and a duty authorized Bank officer have signed this Agreement as of the written date.

HERITAGE COMMERCE CORPORATION

By: Lawrence D. McGovern
Executive Vice President & CFO

Date: _____

Director

Date: _____

Witness

Witness

Section 13: EX-10.24 (EXHIBIT10-24)

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Section 14: EX-10.25 (EXHIBIT10-25)

Exhibit 10.25

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Amendment, made and entered into by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and William J. Del Biaggio, Jr., an individual residing in the State of California (the "Director"), amends certain provisions of the Director Indexed Compensation Benefits Agreement dated June 19, 1997 between the Bank and the Director (the Agreement) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the Bank's accountants, Deloitte & Touche LLP, have notified the Bank of a change in the accounting treatment accorded to the Index Benefits under the Agreement, which increases the benefits expense to the Bank;

WHEREAS, the Bank and the Director have agreed to delete the Index Benefits and substitute a defined benefit payable during the Directors life in order to (a) reduce the benefit expense increase caused by the change in accounting treatment, and (b) maintain, to the extent feasible, a benefit entitlement which is substantially equivalent, but not in excess of the projected Index Benefits under the Agreement; and

WHEREAS, it is the intent of the Bank and the Director that this Amendment be effective as of October 21, 1999, and except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Bank and the Director agree as follows:

AGREEMENT

1. The Agreement is hereby amended as follows:

a. The terms "Index", "Indexed" and "Index Benefit", whether plural or singular, and all references to payments related thereto as set forth in the Agreement and Schedules thereto, are hereby deleted.

b. All provisions in the Agreement which refer in any manner to payment or distribution of Director Benefits following the Directors death to a "beneficiary" or "designated beneficiary", "Surviving Spouse" or "spouse", "qualified personal representative", "executor", "administrator", or "Director's estate", along with any definitions of such terms, and Schedule C, are hereby deleted.

c. The portion of subparagraphs 3.1, 3.2, and 4.2 which reads as follows: "...payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph and a period inserted in lieu of the comma at the end of the text remaining after such deletions.

d. The term "Employer" used in subparagraphs 3.2, 5.1, 5.2 and 5.4 is amended to read "Bank".

e. The last sentence of subparagraphs 5.1, 5.2, and 5.4 which reads as follows: "The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Executive's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph.

f. Subparagraphs 3.3 and 4.1 are hereby deleted and subparagraph 4.2 is substituted in lieu of Paragraph 4.

g. An amended Schedule B in the form attached hereto as Exhibit 1 and incorporated herein by this reference replaces and supersedes the prior Schedule B in the Agreement.

h. Schedule D is hereby deleted.

i. All references to provisions of the Agreement which have been amended hereby are themselves hereby amended to conform to such amended provisions.

2. Except as amended hereby, the Agreement remains in full force and effect as of the date thereof.

HERITAGE BANK OF COMMERCE

DIRECTOR

By: _____
John E. Rossell III
President and CEO

William J. Del Biaggio, Jr.

Dated: _____, 2000

Dated: _____, 2000

SPOUSAL CONSENT

I, Helen Del Biaggio, being the spouse of William J. Del Biaggio, Jr., after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Amendment No. 1 to the Director Indexed Compensation Benefits Agreement between the Bank and my spouse. I understand that Amendment No. 1 to the Agreement may affect certain rights which I may have in the benefits provided for under the terms of the Agreement and in which I may have a marital property interest.

Dated: _____, 2000

Helen Del Biaggio

SCHEDULE B

DIRECTOR BENEFITS

A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until the death of the Director.

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and William J. Del Biaggio, Jr., an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage adjacent to a calendar period listed on Schedule "A" attached hereto, which percentage shall remain in effect until an adjustment occurs on each succeeding calendar period during the term of service as a member of the Board of Directors of the Bank. Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon termination of service described in subparagraph 5.4 pursuant to a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below, which death or Disability occurs prior to termination of service; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

1.3 Beneficiary. The term "beneficiary" or "designated beneficiary" shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Schedule "C," to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof, completed and signed by the Director and is received by the Administrator prior to the Director's death.

1.4 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank's outstanding common stock): (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period.

Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns 100% of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control," as described above.

1.5 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.6 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including, without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent: (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.13 Surviving Spouse. The term "Surviving Spouse" shall mean the person, if any, who shall be legally married to the Director on the date of the Director's death.

1.14 Removal for Cause. The term "removal for cause" shall mean termination of a Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director's deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (i) is of unsound mind, or (u) has committed a gross abuse of authority or discretion with reference to the Bank, or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director's conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director's disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

2. Scope, Purpose and Effect

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.7 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Early Retirement Date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B". At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

3.3 Payments in the Event of Death After Retirement. The Bank agrees that if the Director Retires, but shall die before receiving all of the Director Benefits Payments specified in Schedule "B", the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4. Payments in the Event Death or Disability Occurs Prior to Retirement

4.1 Payments in the Event of Death Prior to Retirement. If the Director dies at any time after the Effective Date of this Agreement, but prior to Retirement, the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4.2 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement, but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination.

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.2 Voluntary Termination by the Director. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.3 Termination by Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated by "removal for cause," as defined in subparagraph 1.14 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of, a "Change in Control", the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that, notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the "Total Payments"), will not be deductible (in whole or in part) as a result of Code Section 280G or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any future Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a "parachute payment" within the meaning of Section 280G of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director;

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above in their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 280G of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 280G of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director's spouse or the Director's beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director's spouse nor the Director's beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director's spouse and the Director's beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director, the Director's spouse, or the Director's beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director's spouse or the Director's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director's spouse or the Director's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) neither the Director, the Director's spouse or the Director's designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director, the Director's spouse or the Director's designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director's spouse and the Director's designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank of Commerce

By: _____

William J. Del Biaggio, Jr.

Name and Title

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 7, 1997	0.00%
June 8, 1997 to June 7, 1998	36.00%
June 8, 1998 to June 7, 1999	48.00%
June 8, 1999 to June 7, 2000	60.00%
June 8, 2000 to June 7, 2001	72.00%
June 8, 2001 to June 7, 2002	84.00%
June 8, 2002 and Thereafter	100.00%

See subparagraph 1.2 of the Agreement for a definition and discussion of the Applicable Percentage.

SCHEDULE B

DIRECTOR BENEFITS

1. Director Benefits Determination.

The Director Benefits shall be determined based upon the following:

a. Benefit Account:

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the date on which the Director becomes eligible to receive payments under the Agreement, such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the Director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. Index Benefit:

After the date on which the Director becomes eligible to receive payments under the Agreement, the Index Benefit for the Director for any Plan Year shall be determined by subtracting the Opportunity Cost for that Plan Year from the earnings, if any, established by the Index.

c. Index:

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company: Canada Life Assurance Company/US2650638

American General Life Insurance Company/CM0000762L

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. Opportunity Cost:

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control). Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

EXAMPLE

INDEX BENEFITS

[n]	[A]	[B]	[C]	[D]	
End of Year	Cash Surrender Value of Life Insurance Policy	Index [Annual Policy Income] $A^n - A^{n-1}$	Opportunity Cost $A^0 = \text{premium}$ $A^0 + C^{n-1} \times .05 \times$ (1-42%)	Annual Benefit B-C	Cumulative Benefit $D + D^{n-1}$
0	\$1,000,000	--	--	--	--
1	\$1,050,000	\$50,000	\$29,000	\$21,000	\$21,000
2	\$1,102,500	\$52,500	\$29,841	\$22,659	\$43,659
3	\$1,157,625	\$55,125	\$30,706	\$24,419	\$68,078

Assumptions: Initial Insurance = \$1,000,000
Effective Tax Rate = 42%
One Year US Treasury Yield = 5%

2. Director Benefits Payments.

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries

by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death:

Primary Beneficiary:

Name Address Relationship

Secondary (Contingent) Beneficiary:

Name Address Relationship

THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June ____, 1997

William J. Del Biaggio, Jr.

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____, being the spouse of William J. Del Biaggio, Jr., after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June __, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June __, 1997

Signed: _____
William J. Del Biaggio, Jr.

Section 15: EX-10.25 (EXHIBIT10-25)

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Section 16: EX-10.26 (EXHIBIT10-26)

Exhibit 10.26

DIRECTOR COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of September 29, 2004 by and between Heritage Commerce Corporation ("the Bank"), and Robert T. Moles, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank (hereinafter the "Board") and has served in such capacity since September 2004;

WHEREAS, the Bank desires to establish a compensation benefit program for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director;

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the Named Fiduciary of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage which corresponds with number of "Years of Service" completed as of the date the Director Separates from Service, or it shall be One Hundred Percent (100%), as stipulated herein for certain described events, including but not limited to: (i) a Termination Pursuant to a Change in Control (as defined herein), provided payments have not yet begun hereunder or (ii) upon the Director becoming Disabled while serving on the Board.

The Applicable Percentage shall remain in effect until an adjustment occurs upon the completion of each Year of Service (as defined herein), and until Director has reached the maximum Applicable Percentage of One-Hundred Percent (100%) after Nine (9) Years of Service. Subject to the forgoing, the Applicable Percentage shall be determined in accordance with the following schedule:

Completed Years of Service

Applicable Percentage

Less Than One	10%
One	20%
Two	30%
Three	40%
Four	50%
Five	60%
Six	70%
Seven	80%
Eight	90%
Nine	100%

1.3 Change in Control. For the purposes of this Agreement, the term "Change in Control" shall be defined as follows:

- (A) The acquisition of more than fifty percent (50%) of the value or voting power of the Bank's stock by a person or group;
- (B) The acquisition in a period of twelve (12) months or less of at least thirty- five percent (35%) of the Bank's stock by a person or group;
- (C) The replacement of a majority of the Bank's board in a period of twelve (12) months or less by Directors who were not endorsed by a majority of the current board members: or
- (D) The acquisition in a period of twelve (12) months or less of forty percent (40%) or more of the Bank's assets by an unrelated entity.

For the purpose of this Agreement, transfers made on account of deaths or gifts, transfers between family members or transfers to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control.

1.4 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.5 Director Benefit. The term "Director Benefit" shall mean the annual benefit paid out to the Director pursuant to this Agreement. Unless specified otherwise by the terms of this Agreement and according to the circumstances giving rise to the Separation from Service, the Director Benefit shall be calculated by multiplying [the following: (Director's Years of Service) X (One Thousand Dollars) X (Applicable Percentage)]. The Director Benefit shall continue to increase as each Year of Service is completed. In addition, the annual amount of Director Benefits payable under this Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments until the death of the Director.

As previously stated, the actual amount of the Director Benefit to be paid shall be determined at the time Director Separates from Service as a Director, and shall be determined according to the circumstances giving rise to the Separation from Service and the relevant Applicable Percentage schedule. Furthermore, the benefit shall be reduced to the extent: (i) required under the other provisions of this Agreement; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.6 Disability/Disabled. For the purposes of this Agreement, a Director will be considered Disabled if:

- (A) He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or
- (B) He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering directors of the Bank.

1.7 Early Retirement. The term "Early Retirement" shall mean the Director's Separation from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Normal Retirement Date and Normal Retirement Ate. The terms "Normal Retirement" and/or "Normal Retirement Date" shall refer to the date which the Director Separates from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date on or after which Director attains the age of Sixty-Two (62) (the "Normal Retirement Age").

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Removal for Cause. The term "Removal for Cause" or "Removed for Cause" shall mean termination of the Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

- (A) The willful, intentional and material breach or the habitual and continued neglect by the Director of his duties;
- (B) The Director's willful and intentional violation of (1) any State or Federal banking or securities Laws, or of the Bylaws, rules, policies or resolutions of Bank, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;
- (C) The Director's conviction of (i) any felony or (ii) a crime involving moral turpitude, or the Director's willful and intentional commission a fraudulent or dishonest act; or
- (D) The Director's willful and intentional disclosure, without authority, of any secret or confidential information concerning Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness. Constitutes unfair competition with or induces any customer to breach any contract with the Bank.

1.13 Separates From Service or Termination of Service. The terms "Separates from Service" or a "Termination" of service shall refer to the Director ceasing to serve as a member of the Board of Directors for any reason.

1.14 Termination Pursuant to a Change in Control. A Termination shall be deemed to be "Pursuant to a Change in Control" if, within two (2) years following the occurrence of a Change in Control, the Director is removed from the Board for reasons other than a Removal for Cause.

1.15 Termination Without Cause. A Termination shall be deemed to be "Without Cause" if, prior Normal Retirement Age, the Director is terminated by the Bank for reasons other than a Termination for Cause, a Disability, or Pursuant to a Change in Control.

1.16 Years of Service. The term "Years of Service" shall mean the twelve (12) consecutive month period beginning on the date on which Director becomes a member of the Board of Directors of the Bank, and any twelve (12) month anniversary thereof, during which time Director has consecutively served on the Board.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early or Normal Retirement. In the event the Director continues to serve as a member of the Board of Directors until qualifying for Early or Normal Retirement pursuant to the terms of Paragraphs 1.7 and 1.10 above, then (excluding a termination under the provisions of paragraph 4, 5.3 or 5.4 herein), upon a Separation from Service, Director shall be entitled to be paid the Applicable Percentage of the Director Benefit based on his Years of Service. Payments shall be made in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service and shall continue monthly until Director's death.

4. Payments in the Event of Disability. In the event the Director becomes disabled at any time after the Effective Date of this Agreement and while serving as a Director, then the Applicable Percentage of the Director Benefits shall be One Hundred Percent (100%). The Director Benefit shall be paid in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service. Payments shall then continue monthly until Director's death.

5. Payments in the Event Service is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be Terminated, other than by reason of death, Disability or Retirement, prior to the Director qualifying for Early or Normal Retirement, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director is Terminated Without Cause at any time, then he shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Terminates. Payments shall then continue until Director's death.

5.2 Voluntary Termination by the Director. If the Director's service is terminated by voluntary resignation and such resignation is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates, Payments shall then continue until Director's death.

5.3 Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated as a result of a "Removal for Cause, as defined in subparagraph 1.12 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination Pursuant to a Change in Control. In the event the Directors service as a member of the Board of Directors of the Bank is Terminated Pursuant to a Change in Control, then the Director shall be entitled to be paid a One Hundred Percent (100%) Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates. Payments shall then continue until Director's death.

6. Section 280G Benefits Reduction. If all or any portion of the amounts payable to the Director under this Agreement, either alone or together with other payments which the Director has the right to receive from the Bank, constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment), Director shall be responsible for the payment of such excise tax and Bank (and its successor) shall be responsible for any loss of deductibility related thereto; provided, however, that Bank and Director shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code. If, at a later date, it is determined (pursuant to final regulations or published rulings of the Internal Revenue Service, final judgment of a court of competent jurisdiction, or otherwise) that the amount of excise taxes payable by the Director is greater than the amount initially so determined, then the Director shall pay an amount equal to the sum of such additional excise taxes and any interest, fines and penalties resulting from such underpayment. The determination of the amount of any such excise taxes shall be made by the independent accounting firm employed by the Bank immediately prior to the change in control or such other independent accounting firm or advisor as may be mutually agreeable to Bank and Director in the exercise of their reasonable good faith judgment.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, the Director shall have no right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. In the event a dispute arises over benefits under this Agreement and benefits are not paid to the Director and Director feels he is entitled to receive such benefits, then a written claim must be made to the Named Fiduciary and Plan Administrator named above within forty-five (45) days from the date payments are refused. The Named Fiduciary and Plan Administrator shall review the written claim and if the claim is denied, in whole or in part, they shall provide in writing within forty-five (45) days of receipt of such claim the specific reasons for such denial, reference to the provisions of this Agreement upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the additional steps to be taken by claimants if a further review of the claim denial is desired. A claim shall be deemed denied if the Named Fiduciary and Plan Administrator fail to take any action within the aforesaid forty-five (45) day period.

If claimants desire a second review they shall notify the Named Fiduciary and Plan Administrator in writing within forty-five (45) days of the first claim denial. Claimants may review this Agreement or any documents relating thereto and submit any written issues and comments it may feel appropriate. In their sole discretion, the Named Fiduciary and Plan Administrator shall then review the second claim and provide a written decision within forty-five (45) days of receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Agreement upon which the decision is based.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) Director shall have no legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director in order to permit the Bank to make contributions and/or transfer assets to the Trust to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director in such manner and at such times as specified in this Agreement.

10. Miscellaneous.

10.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for the Director, himself, and his heirs, legal representatives, agents, successors, and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 10.1. The Director further acknowledges and agrees that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions

10.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

10.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

10.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

10.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation shall govern the validity, interpretation, construction and effect of this Agreement.

10.14 Gender. Whenever in this Agreement words are used in the masculine, feminine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

11. Internal Revenue Code Section 409A Compliance. Notwithstanding any provision existing in this Agreement or any amendment thereto, it is the intent of the Bank and the Director that any payment or benefit provided pursuant to this Agreement shall be made and paid in a manner, at a time and in a form which complies with the applicable requirements of IRC Section 409A, in order to avoid any unfavorable tax consequences resulting from any such failure to comply. Furthermore, for the purposes of this Agreement, IRC Section 409A shall be read to include any related or relevant IRS Notices (including but not limited to Notice 2006- 79) and the currently proposed regulations.

In accordance with the current restrictions on payouts of deferred compensation, and with respect to any plan amendment or election in 2006, such amendment or election may not act as to accelerate any payments or cause any payment to be made in 2006 that would not otherwise be payable in 2006. Furthermore, and in accordance with IRS Notice 2006-79, this restriction also applies to payments following a separation from service, and similarly applies to elections/amendments and payments made and to be made in 2007. In the event of any modification or amendment in 2006 (or 2007) regarding a payment to be made in 2006 (or 2007), such payment shall not be made or commence until January 1, 2007 (or January 1, 2008, as applicable).

The parties reserve the right to amend this agreement as necessary in order to comply with IRC Section 409A. Furthermore, this Agreement shall be administered in compliance with IRC Section 409A and the related rules, regulations and notices. Any section of this Agreement which violates IRC Section 409A and the related rules, regulations and notices shall be void and without effect.

12. Intentional Act by Director which Precludes Recovery. Notwithstanding any other provision in this Agreement or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary, then: (1) the Director's estate or designated beneficiary(ies) shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement. and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director, the designated Beneficiary(ies) or to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Directors estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

IN WITNESS WHEREOF, the Director and a duly authorized Bank officer have signed this Agreement as of the written date.

HERITAGE COMMERCE CORPORATION

By: Lawrence D. McGovern
Executive Vice President & CFO

Date: _____

Director

Date: _____

Witness

Witness

Section 17: EX-10.26 (EXHIBIT10-26)

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Section 18: EX-10.27 (EXHIBIT10-27)

Exhibit 10.27

This Amendment, made and entered into by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Louis O. Normandin, an individual residing in the State of California (the "Director"), amends certain provisions of the Director Indexed Compensation Benefits Agreement dated June 19, 1997 between the Bank and the Director (the Agreement) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the Bank's accountants, Deloitte & Touche LLP, have notified the Bank of a change in the accounting treatment accorded to the Index Benefits under the Agreement, which increases the benefits expense to the Bank;

WHEREAS, the Bank and the Director have agreed to delete the Index Benefits and substitute a defined benefit payable during the Directors life in order to (a) reduce the benefit expense increase caused by the change in accounting treatment, and (b) maintain, to the extent feasible, a benefit entitlement which is substantially equivalent, but not in excess of the projected Index Benefits under the Agreement; and

WHEREAS, it is the intent of the Bank and the Director that this Amendment be effective as of October 21, 1999, and except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Bank and the Director agree as follows:

AGREEMENT

1. The Agreement is hereby amended as follows:

a. The terms "Index", "Indexed" and "Index Benefit", whether plural or singular, and all references to payments related thereto as set forth in the Agreement and Schedules thereto, are hereby deleted.

b. All provisions in the Agreement which refer in any manner to payment or distribution of Director Benefits following the Directors death to a "beneficiary" or "designated beneficiary", "Surviving Spouse" or "spouse", "qualified personal representative", "executor", "administrator", or "Director's estate", along with any definitions of such terms, and Schedule C, are hereby deleted.

c. The portion of subparagraphs 3.1, 3.2, and 4.2 which reads as follows: "...payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph and a period inserted in lieu of the comma at the end of the text remaining after such deletions.

d. The term "Employer" used in subparagraphs 3.2, 5.1, 5.2 and 5.4 is amended to read "Bank".

e. The last sentence of subparagraphs 5.1, 5.2, and 5.4 which reads as follows: "The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Executive's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph.

f. Subparagraphs 3.3 and 4.1 are hereby deleted and subparagraph 4.2 is substituted in lieu of Paragraph 4.

g. An amended Schedule B in the form attached hereto as Exhibit 1 and incorporated herein by this reference replaces and supersedes the prior Schedule B in the Agreement.

h. Schedule D is hereby deleted.

i. All references to provisions of the Agreement which have been amended hereby are themselves hereby amended to conform to such amended provisions.

j. Except as amended hereby, the Agreement remains in full force and effect as of the date thereof.

BANK

DIRECTOR

HERITAGE BANK OF COMMERCE

By: _____
John E. Rossell
President and CEO

Louis O. Normandin

Dated: _____, 2000

Dated: _____, 2000

SPOUSAL CONSENT

I, Margaret M. Normandin, being the spouse of Louis O. Normandin, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Amendment No. I to the Director Indexed Compensation Benefits Agreement between the Bank and my spouse. I understand that Amendment No. I to the Agreement may affect certain rights which I may have in the benefits provided for under the terms of the Agreement and in which I may have a marital property interest.

Dated: _____, 2000

Margaret M. Normandin

SCHEDULE B

DIRECTOR BENEFITS

A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until t

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Louis O. Normandin, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage adjacent to a calendar period listed on Schedule "A" attached hereto, which percentage shall remain in effect until an adjustment occurs on each succeeding calendar period during the term of service as a member of the Board of Directors of the Bank. Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon termination of service described in subparagraph 5.4 pursuant to a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below, which death or Disability occurs prior to termination of service; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

1.3 Beneficiary. The term "beneficiary" or "designated beneficiary" shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Schedule "C," to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof, completed and signed by the Director and is received by the Administrator prior to the Director's death.

1.4 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank's outstanding common stock): (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period.

Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns 100% of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control," as described above.

1.5 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.6 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including, without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.13 Surviving Spouse. The term "Surviving Spouse" shall mean the person, if any, who shall be legally married to the Director on the date of the Director's death.

1.14 Removal for Cause. The term "removal for cause" shall mean termination of a Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director's deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (i) is of unsound mind, or (ii) has committed a gross abuse of authority or discretion with reference to the Bank or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director's conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director's disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

2. Scope, Purpose and Effect

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.7 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Early Retirement Date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B". At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

3.3 Payments In the Event of Death After Retirement. The Bank agrees that if the Director Retires, but shall die before receiving all of the Director Benefits Payments specified in Schedule "B", the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4. Payments In the Event Death or Disability Occurs Prior to Retirement

4.1 Payments in the Event of Death Prior to Retirement. If the Director dies at any time after the Effective Date of this Agreement, but prior to Retirement, the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4.2 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement, but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.2 Voluntary Termination by the Director. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

5.3 Termination by Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated by "removal for cause," as defined in subparagraph 1.14 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of; a "Change in Control", the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B".

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that, notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the "Total Payments"), will not be deductible (in whole or in part) as a result of Code Section 280G or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any fixture Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a "parachute payment" within the meaning of Section 280G of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director;

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above in their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 280G of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 280G of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director's spouse or the Director's beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director's spouse nor the Director's beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director's spouse and the Director's beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. My decision by the Bank denying a claim by the Director, the Director's spouse, or the Director's beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director's spouse or the Director's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director's spouse or the Director's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) neither the Director, the Director's spouse or the Director's designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director, the Director's spouse or the Director's designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director's spouse and the Director's designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director and that it is the intention of the Bank to make contributions and/or transfer assets to the Trust in order to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director or its beneficiaries in such manner and at such times as specified in this Agreement.

10. Discretion of Board to Accelerate Payout. Notwithstanding any of the other provisions of this Agreement, the Board of Directors of the Bank may, if determined in its sole and absolute discretion to be appropriate, accelerate the payment of the amounts due under the terms of this Agreement, provided that Director (or Director's spouse or designated beneficiaries): (i) consents to the revised payout terms determined appropriate by the Bank's Board of Directors; and (ii) does not negotiate or in anyway influence the terms of proposed altered/accelerated payout (said decision to be made solely by the Bank's Board of Directors and offered to the Director [or Director's spouse or designated beneficiaries] on a "take it or leave it basis").

11. Miscellaneous.

11.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for himself or herself, and his or her heirs, beneficiaries, legal representatives, agents, successors and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 11.1. The Director further acknowledges that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

11.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), located in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), located in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

11.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

11.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank:	Heritage Bank of Commerce
	150 Almaden Boulevard
	San Jose, California 95113
	Attn: Chairman of the Board
If to the Director:	Louis O. Normandin
	16016 Greenwood Rd.
	Monte Sereno, CA 93030

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term Bank as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank Of Commerce

By: _____
William J. Del Biaggio
Chairman of the Board of Directors

Louis O. Normandin

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 7, 1997	0.00%
June 8, 1997 to June 7, 1998	36.00%
June 8, 1998 to June 7, 1999	48.00%
June 8, 1999 to June 7, 2000	60.00%
June 8, 2000 to June 7, 2001	72.00%
June 8, 2001 to June 7, 2002	84.00%
June 8, 2002 and Thereafter	100.00%

See subparagraph 1.2 of the Agreement for a definition and discussion of the Applicable Percentage.

SCHEDULE B

DIRECTOR BENEFITS

1. Director Benefits Determination.

The Director Benefits shall be determined based upon the following:

a. Benefit Account:

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the date on which the Director becomes eligible to receive payments under the Agreement, such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the Director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. Index Benefit:

After the date on which the Director becomes eligible to receive payments under the Agreement, the Index Benefit for the Director for any Plan Year shall be determined by subtracting the Opportunity Cost for that Plan Year from the earnings, if any, established by the Index.

c. Index:

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company: Canada Life Assurance Company/US2650634

American General Life Insurance Company/CM000075SL

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. Opportunity Cost:

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control). Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

**EXAMPLE
INDEX BENEFITS**

[n] End of Year	[A] Cash Surrender Value of Life Insurance Policy	[B] Index [Annual Policy Income $A^n - A^{n-1}$]	[C] Opportunity Cost $A^0 = \text{premium}$ $A^0 + C^{n-1} \times .05 \times$ (1-42%)	[D] Annual Benefit B-C	Cumulative Benefit $D + D^{n-1}$
0	\$1,000,000	-	-	-	-
1	\$1,050,000	\$50,000	\$29,000	\$21,000	\$21,000
2	\$1,102,500	\$52,500	\$29,841	\$22,659	\$43,659
3	\$1,157,625	\$55,125	\$30,706	\$24,419	\$68,078

Assumptions: Initial Insurance = \$1,000,000
Effective Tax Rate = 42%
One Year US Treasury Yield = 5%

2. Director Benefits Payments.

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death:

Primary Beneficiary:

_____	_____	_____
Name	Address	Relationship

Secondary (Contingent) Beneficiary:

_____	_____	_____
Name	Address	Relationship

THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June __, 1997

Louis O. Normandin

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____ being the spouse of Louis O. Normandin, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June 30, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- _____ thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June _____, 1997

Signed: _____
Louis O. Normandin

Section 19: EX-10.27 (EXHIBIT10-27)

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Section 20: EX-10.28 (EXHIBIT10-28)

Exhibit 10.28

AMENDMENT NO. 1 TO DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Amendment, made and entered into by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Jack L. Peckham, an individual residing in the State of California (the "Director"), amends certain provisions of the Director Indexed Compensation Benefits Agreement dated June 19, 1997 between the Bank and the Director (the Agreement) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the Bank's accountants, Deloitte & Touche LLP, have notified the Bank of a change in the accounting treatment accorded to the Index Benefits under the Agreement, which increases the benefits expense to the Bank;

WHEREAS, the Bank and the Director have agreed to delete the Index Benefits and substitute a defined benefit payable during the Directors life in order to (a) reduce the benefit expense increase caused by the change in accounting treatment, and (b) maintain, to the extent feasible, a benefit entitlement which is substantially equivalent, but not in excess of the projected Index Benefits under the Agreement; and

WHEREAS, it is the intent of the Bank and the Director that this Amendment be effective as of October 21, 1999, and except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Bank and the Director agree as follows:

AGREEMENT

1. The Agreement is hereby amended as follows:

a. The terms "Index", "Indexed" and "Index Benefit", whether plural or singular, and all references to payments related thereto as set forth in the Agreement and Schedules thereto, are hereby deleted.

b. All provisions in the Agreement which refer in any manner to payment or distribution of Director Benefits following the Directors death to a "beneficiary" or "designated beneficiary", "Surviving Spouse" or "spouse", "qualified personal representative", "executor", "administrator", or "Director's estate", along with any definitions of such terms, and Schedule C, are hereby deleted.

c. The portion of subparagraphs 3.1, 3.2, and 4.2 which reads as follows: "...payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Director's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph and a period inserted in lieu of the comma at the end of the text remaining after such deletions.

d. The term "Employer" used in subparagraphs 3.2, 5.1, 5.2 and 5.4 is amended to read "Bank".

e. The last sentence of subparagraphs 5.1, 5.2, and 5.4 which reads as follows: "The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the Executive's death in the case of the Index Benefit defined in Schedule "B", is hereby deleted from each such subparagraph.

f. Subparagraphs 3.3 and 4.1 are hereby deleted and subparagraph 4.2 is substituted in lieu of Paragraph 4.

g. An amended Schedule B in the form attached hereto as Exhibit 1 and incorporated herein by this reference replaces and supersedes the prior Schedule B in the Agreement.

h. Schedule D is hereby deleted.

i. All references to provisions of the Agreement which have been amended hereby are themselves hereby amended to conform to such amended provisions.

j. Except as amended hereby, the Agreement remains in full force and effect as of the date thereof.

BANK

DIRECTOR

HERITAGE BANK OF COMMERCE

By: _____

John E. Rossell III
President and CEO

Jack L. Peckham

Dated: _____, 2003

Dated: _____, 2003

SPOUSAL CONSENT

I, Gayanne T. Peckham, being the spouse of Jack L. Peckham, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Amendment No. I to the Director Indexed Compensation Benefits Agreement between the Bank and my spouse. I understand that Amendment No. I to the Agreement may affect certain rights which I may have in the benefits provided for under the terms of the Agreement and in which I may have a marital property interest.

Dated: _____, 2000

Gayanne T. Peckham

SCHEDULE B

DIRECTOR BENEFITS

a. A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until the death of the Director.

b. If the Director elects Early Retirement, the Applicable Percentage of the Director Benefits shall be decreased by a percentage calculated by subtracting the Director's age at Early Retirement from the normal Retirement age of 62, and multiplying the result by a factor of five. For example, assuming the Applicable Percentage is 100%, a 35% reduction of the Director Benefits would occur if the Director's Early Retirement age is 55, based on the following calculation: $62-55=7 \times 5=35\%$.

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Jack L. Peckham, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be.

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.10 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage adjacent to a calendar period listed on Schedule "A" attached hereto, which percentage shall remain in effect until an adjustment occurs on each succeeding calendar period during the term of service as a member of the Board of Directors of the Bank, Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon termination of service described in subparagraph 5.4 pursuant to a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below, which death or Disability occurs prior to termination of service; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Surrogate's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Surrogate's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to the Surrogate's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Surrogate's death.

1.3 Beneficiary. The term "beneficiary" or "designated beneficiary" shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Schedule "C," to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof, completed and signed by the Director and is received by the Administrator prior to the Director's death.

1.4 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank's outstanding common stock): (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation I 4A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period.

Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to Loan a parent bank holding company which owns 100% of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control," as described above.

1.5 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.6 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including, without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent: (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., RCA, FUTA, SDI).

1.8 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.9 Effective Date. The term "Effective Date" shall mean the date first written above.

1.10 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Removal for Cause. The term "removal for cause" shall mean termination of a Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director's deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (1) is of unsound mind, or (ii) has committed a gross abuse of authority or discretion with reference to the Bank, or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director's conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director's disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

1.13 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.14 Surrogate. The term "Surrogate" shall mean the individual selected as a substitute insured for purposes related to any insurance policy applicable to this Agreement.

1.15 Surviving Spouse. The term "Surviving Spouse" shall mean the person, if any, who shall be legally married to the Director on the date of the Director's death.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.8 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Early Retirement Date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B". At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

3.3 Payments In the Event of Death After Retirement.

(a) The Bank agrees that if the Director Retires, but shall die before receiving all of the Director Benefits Payments to which he may be entitled specified in Schedule "B", and provided that the Surrogate is alive at the date of the Director's death, the Bank will pay to the Director's designated beneficiary the balance, if any, of the Benefit Account and up to fifteen (15) Index Benefit installment payments in the amounts which would otherwise be paid to the Director if still alive, minus the number of Index Benefit installment payments made to the Director after Retirement and prior to his death. Upon the death of the Surrogate, such installment payments shall cease whether or not any unpaid portion of the fifteen (15) installment payments shall remain unpaid.

(b) If a valid Beneficiary Designation is not in effect, then all payments described above in subparagraph 3.3 (a) shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4. Payments in the Event Death or Disability Occurs Prior to Retirement.

4.1 Payments in the Event of Death Prior to Retirement.

(a) The Bank agrees that if the Director shall die before Retirement and provided that the Surrogate is alive at the date of the Director's death, the Bank will pay to the Director's designated beneficiary the balance, if any, of the Benefit Account and up to fifteen (15) Index Benefit installment payments in the amounts which would otherwise be paid to the Director if alive following Retirement. Upon the death of the Surrogate, such installment payments shall cease whether or not any unpaid, portion of such fifteen (15) installment payments shall remain unpaid.

(b) If a valid Beneficiary Designation is not in effect, then all payments described above in subparagraph 4.1(a) shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4.2 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until the earlier of the death of the Surrogate or the Director in the case of the Index Benefit defined in Schedule "B".

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination;

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "V" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

5.2 Voluntary Termination by the Director. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

5.3 Termination by Removal for Cause. The Director agrees that if his service as a member of the Board of Directors of the Bank is terminated by "removal for cause," as defined in subparagraph 1.12 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of, a "Change in Control", the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "0" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the "Total Payments"), will not be deductible (in whole or in part) as a result of Code Section 280G or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any future Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a "parachute payment" within the meaning of Section 280G of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director;

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above in their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 280G of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 280G of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director's spouse or the Director's beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director's spouse nor the Director's beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director's spouse and the Director's beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director, the Director's spouse, or the Director's beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director's spouse or the Director's beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director's spouse or the Director's beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) neither the Director, the Director's spouse or the Director's designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director, the Director's spouse or the Director's designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director's spouse and the Director's designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at anytime during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director and that it is the intention of the Bank to make contributions and/or transfer assets to the Trust in order to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director or its beneficiaries in such manner and at such times as specified in this Agreement.

10. Discretion of Board to Accelerate Payout. Notwithstanding any of the other provisions of this Agreement, the Board of Directors of the Bank may, if determined in its sole and absolute discretion to be appropriate, accelerate the payment of the amounts due under the terms of this Agreement, provided that Director (or Director's spouse or designated beneficiaries): (i) consents to the revised payout terms determined appropriate by the Bank's Board of Directors; and (ii) does not negotiate or in anyway influence the terms of proposed altered/accelerated payout (said decision to be made solely by the Bank's Board of Directors and offered to the Director [or Director's spouse or designated beneficiaries] on a "take it or leave it basis").

11. Miscellaneous.

11.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 2800 of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for himself or herself, and his or her heirs, beneficiaries, legal representatives, agents, successors and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 11.1. The Director further acknowledges that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

11.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), located in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), located in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, to the respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

11.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

11.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank: Heritage Commerce Corp
150 Almaden Boulevard
San Jose, California 95113
Attn: President

If to the Director: _____

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term; provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

11.14 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

11.15 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank Of Commerce

By: _____
William J. Del Biaggio, Jr.
Chairman of the Board of Directors

Jack L. Peckham

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 7, 1997	0.00%
June 8, 1997 to June 7, 1998	36.00%
June 8, 1998 to June 7, 1999	48.00%
June 8, 1999 to June 7, 2000	60.00%
June 8, 2000 to June 7, 2001	72.00%
June 8, 2001 to June 7, 2002	84.00%
June 8, 2002 and Thereafter	100.00%

See subparagraph 1.2 of the Agreement for a definition and discussion of the Applicable Percentage.

SCHEDULE B

DIRECTOR BENEFITS

1. Director Benefits Determination.

The Director Benefits shall be determined based upon the following:

a. Benefit Account:

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the date on which the Director becomes eligible to receive payments under the Agreement, such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the Director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. Index Benefit:

After the date on which the Director becomes eligible to receive payments under the Agreement, the Index Benefit for the Director for any Plan Year shall be determined by subtracting the Opportunity Cost for that Plan Year from the earnings, if any, established by the Index.

c. Index:

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company: American General Life Insurance Company/CM0000769L

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. Opportunity Cost:

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control), Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

**EXAMPLE
INDEX BENEFITS**

[n]	[A]	[B]	[C]	[D]	
End of Year	Cash Surrender Value of Life Insurance Policy	Index [Annual Policy A "-A"]	Opportunity Cost A ⁰ =premium A ⁰ +C ⁿ⁻¹ x.05x (1-42%)	Annual Benefit B-C	Cumulative Benefit D+D ⁿ⁻¹
0	\$1,000,000	--	--	--	--
1	\$1,050,000	\$50,000	\$29,000	\$21,000	\$21,000
2	\$1,102,500	\$52,500	\$29,841	\$22,659	\$43,659
3	\$1,157,625	\$55,125	\$30,706	\$24,419	\$68,078
.					
.					
Assumptions:	Initial Insurance = \$1,000,000				
	Effective Tax Rate = 42%				
	One Year US Treasury Yield = 5%				

2. Director Benefits Payments.

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death or as applicable, the Surrogate's death, as specified in the Agreement.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death;

Primary Beneficiary:

----- Name	----- Address	----- Relationship
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Secondary (Contingent) Beneficiary:

----- Name	----- Address	----- Relationship
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THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June ____, 1997

Jack L. Peckham

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____, being the spouse of Jack L. Peckham, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June __, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- _____ thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June __, 1997

Signed: _____
Jack L. Peckham

Section 21: EX-10.28 (EXHIBIT10-28)

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Section 22: EX-10.29 (EXHIBIT10-29)

Exhibit 10.29

DIRECTOR INDEXED COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of June 19, 1997 by and between Heritage Bank of Commerce, a bank chartered under the laws of the State of California (the "Bank"), and Humphrey P. Polanen, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since June 8, 1994, the approximate date of the Bank's organization;

WHEREAS, the Bank desires to establish a compensation benefit for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors;

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director, or to the Director's spouse or designated beneficiaries, as the case may be;

NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage listed on Schedule "A" attached hereto which is adjacent to the number of calendar years which have elapsed from the date of the Director's commencement of service as a member of the Board of Directors of the Bank and ending on the date payments are to first begin under the terms of this Agreement. Notwithstanding the foregoing or the percentages set forth on Schedule "A," but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon the occurrence of a "Change in Control" as defined in subparagraph 1.4 below, or the Director's death, or Disability as defined in subparagraph 1.6 below; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement and (2) the Bank shall have the right to recover from Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to Director's death or paid to Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after Director's death.

1.3 Beneficiary. The term “beneficiary” or “designated beneficiary” shall mean the person or persons whom the Director shall designate in a valid Beneficiary Designation, a copy of which is attached hereto as Exhibit “C” to receive the benefits provided hereunder. A Beneficiary Designation shall be valid only if it is in the form attached hereto and made a part hereof and is received by the Administrator prior to the Director’s death.

1.4 Change in Control. The term “Change in Control” shall mean the occurrence of any of the following events with respect to the Bank (with the term “Bank” being defined for purposes of determining whether a “Change in Control” has occurred to include any parent bank holding company organized at the direction of the Bank to own 100% of the Bank’s outstanding common stock) (i) a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank’s shares are listed which requires the reporting of a change in control, (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive, (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank, (iv) a transaction whereby any “person” (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank’s then outstanding securities, or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank’s shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a “Change of Control” for purposes of this Agreement if the event which would otherwise come within the meaning of the term “Change of Control” involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns 100% of the Bank’s common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires “control” or is the principal participant in the transaction constituting a “Change in Control,” as described above.

1.5 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.6 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including without limitation, the total irrecoverable loss of the sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.7 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement, as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to the Bank to be the last day of service as a member of the Board of Directors of the Bank.

1.13 Surviving Spouse. The term "Surviving Spouse" shall mean the person, if any, who shall be legally married to the Director on the date of the Director's death.

1.14 Removal for Cause. The term "removal for cause" shall mean termination of a Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

(a) The willful breach or habitual neglect by the Director of his responsibilities and duties;

(b) The Director's deliberate violation of (i) any state or federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of the Bank, or (ii) the rules or regulations of the California Commissioner of Financial Institutions, the Federal Deposit Insurance Corporation or any other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank,

(c) The determination by a state or federal court, banking agency or other governmental authority having jurisdiction over the Bank, that the Director (i) is of unsound mind, or (ii) has committed a gross abuse of authority or discretion with reference to the Bank, or (iii) otherwise is not suitable to continue to serve as a member of the Board of Directors of the Bank;

(d) The Director's conviction of any felony or a crime involving moral turpitude or a fraudulent or dishonest act; or

(e) The Director's disclosure without authority of any secret or confidential information not otherwise publicly available concerning the Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or inducement of any customer to breach any contract with the Bank.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors of the Bank, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.7 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

3.2 Payments Union Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Employer in advance of said Retirement date, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B". At the Bank's sole and absolute discretion, the Bank may increase the Director Benefits as and when the Bank determines the same to be appropriate.

3.3 Payments in the Event of Death After Retirement. The Bank agrees that if the Director Retires, but shall die before receiving all of the Director Benefits Payments specified in Schedule "B", the Bank will make such payments to which the Director may be entitled, to the Director's designated beneficiary. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4. Payments in the Event Death or Disability Occurs Prior to Retirement

4.1 Payments in the Event of Death Prior to Retirement. If the Director dies while serving as a member of the Board of Directors of the Bank at any time after the Effective Date of this Agreement, but prior to Retirement, the Bank agrees to pay the Applicable Percentage of the Director Benefits to the Director's designated beneficiary in lump sum. If a valid Beneficiary Designation is not in effect, then the remaining amounts due to the Director under the terms of this Agreement shall be paid to the Director's Surviving Spouse. If the Director leaves no Surviving Spouse, the remaining amounts due to the Director under the terms of this Agreement shall be paid to the duly qualified personal representative, executor or administrator of the Director's estate.

4.2 Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled while serving as a member of the Board of Directors of the Bank at any time after the Effective Date of this Agreement, but prior to Retirement, the Director shall be entitled to the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled, payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

5. Payments in the Event Employment is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination, provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors of the Bank is terminated for reasons other than as specified in paragraph 5.3 below, and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

5.2 Voluntary Termination by the Directors. If the Director's service as a member of the Board of Directors of the Bank is terminated by voluntary resignation, and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments, provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule "D" in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule "B".

5.3 Termination by Removal for Cause. The Director agrees that if his service as a member of the Board of Directors of the Bank is terminated by “removal for cause” as defined in subparagraph 1.14 of this Agreement he shall forfeit any and all rights and benefits he may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination by the Bank on Account of or After a Change in Control. In the event that the Director’s service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of a “Change in Control” (as defined in subparagraph 1.4 above), the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Employer or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age. The installments shall be payable (i) for the period designated in Schedule “D” in the case of the balance in the Benefit Account and (ii) until death in the case of the Index Benefit defined in Schedule “B”.

6. Section 280G Benefits Reduction. The Director acknowledges and agrees that the parties have entered into this Agreement based upon certain financial and tax accounting assumptions. Accordingly, with full knowledge of the potential consequences the Director agrees that, notwithstanding anything contained herein to the contrary, in the event that any payment or benefit received or to be received by the Director, whether payable pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Bank (together with the Director Benefits, the “Total Payments”), will not be deductible (in whole or in part) as a result of Code Section 280G or other applicable provisions of the Code, the Total Payments shall be reduced until no portion of the Total Payments is nondeductible as a result of Section 280G or such other applicable provisions of the Code. For purposes of this limitation:

(a) No portion of the Total Payments, the receipt or enjoyment of which the Director shall have effectively waived in writing prior to the date of payment of any future Director Benefits payments, shall be taken into account;

(b) No portion of the Total Payments shall be taken into account, which in the opinion of the tax counsel selected by the Bank and acceptable to the Director, does not constitute a “parachute payment” within the meaning of Section 280G of the Code;

(c) Any reduction of the Total Payments shall be applied to reduce any payment or benefit received or to be received by the Director pursuant to the terms of this Agreement and any other plan, arrangement or agreement with the Bank in the order determined by mutual agreement of the Bank and the Director;

(d) Future payments shall be reduced only to the extent necessary so that the Total Payments (other than those referred to in clauses (a) or (b) above and their entirety) constitute reasonable compensation for services actually rendered within the meaning of Section 280G of the Code, in the opinion of tax counsel referred to in clause (b) above; and

(e) The value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by independent auditors selected by the Bank and acceptable to the Director in accordance with the principles of Section 280G of the Code.

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director, the Director’s spouse or the Director’s beneficiaries under the terms of this Agreement. In the event that the Bank elects to fund this Agreement in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, neither the Director, the Director’s spouse nor the Director’s beneficiaries shall have any right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement and any such funding source or amount shall not constitute security for the performance of the Bank’s obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank’s acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director, the Director’s spouse and the Director’s beneficiaries of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director, the Director’s spouse, or the Director’s beneficiary for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director, the Director’s spouse or the Director’s beneficiary, as the case may be. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director, the Director’s spouse or the Director’s beneficiary with a reasonable opportunity for a full and fair review of the decision denying such claim.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary (i) neither the Director, the Director’s spouse or the Director’s designated beneficiaries shall have any legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank’s assets shall be held in or under any trust for the benefit of the Director, the Director’s spouse or the Director’s designated beneficiaries or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank’s assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank’s obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director, the Director’s spouse and the Director’s designated beneficiaries shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director and that it is the intention of the Bank to make contributions and/or transfer assets to the Trust in order to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director or its beneficiaries in such manner and at such times as specified in this Agreement.

10. Discretion of Board to Accelerate Payout. Notwithstanding any of the other provisions of this Agreement, the Board of Directors of the Bank may, if determined in its sole and absolute discretion to be appropriate, accelerate the payment of the amounts due under the terms of this Agreement, provided that Director (or Director's spouse or designated beneficiaries): (i) consents to the revised payout terms determined appropriate by the Bank's Board of Directors, and (ii) does not negotiate or in any way influence the terms of proposed altered/accelerated payout (said decision to be made solely by the Bank's Board of Directors and offered to the Director [or Director's spouse or designated beneficiaries] on a "take it or leave it basis").

11. Miscellaneous

11.1 Opportunity to Consult with Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically gives any right for himself or herself, and his or her heirs, beneficiaries, legal representatives, agents, successors and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 11.1. The Director further acknowledges that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

11.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), presently located at 111 Pine Street, Suite 710, in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), presently located at 417 Montgomery Street in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

11.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court; as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

11.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank: Heritage Commerce Corp
150 Almaden Boulevard
San Jose, California 95113
Attn: Chairman of the Board

If to the Director: _____

11.5 Assignment. Neither the Director, the Director's spouse, nor any other beneficiary under this Agreement shall have any power or right to transfer, assign, anticipate, hypothecate, modify or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement shall any portion of such amounts be: (i) subject to seizure by any creditor of any such beneficiary, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, the Director's spouse, or any designated beneficiary; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and shall terminate this Agreement and the Bank shall thereupon have no further liability hereunder.

11.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm or person, unless and until such succeeding or continuing corporation, firm or person agrees to assume and discharge the obligation of the Bank under this Agreement. Upon the occurrence of such event the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

11.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

11.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

11.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

11.10 Modification. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

11.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

11.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction will be applied against any person.

11.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation, shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank of Commerce

By: _____
William J. Del Biaggio
Chairman of the Board of Directors

Humphrey P. Polanen

SCHEDULE A

CALENDAR YEAR	APPLICABLE PERCENTAGE
June 8, 1994 to June 8, 1997	36.00%
June 8, 1998	48.00%
June 8, 1999	60.00%
June 8, 2000	72.00%
June 8, 2001	84.00%
June 8, 2002	100.00%

SCHEDULE B

DIRECTOR BENEFITS

1. Director Benefits Determination.

The Director Benefits shall be determined based upon the following:

a. Benefit Account:

A Benefit Account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. Prior to the Director's Retirement or other termination of service under the Agreement such Benefit Account shall be increased or decreased each Plan Year (including the Plan Year in which the director ceases to serve as a member of the Board of Directors of the Bank) by an amount equal to the annual earnings or loss for that Plan Year determined by the Index (described in subparagraph c below), less the Opportunity Cost (described in subparagraph d below) for that Plan Year.

b. Index Benefit:

The Index Benefit for the Director for any year shall be equal to the excess of the annual earnings (if any) determined by the Index for that Plan Year over the Opportunity Cost for that Plan Year.

c. Index:

The Index for any Plan Year shall be the aggregate annual after-tax income from the life insurance contracts described hereinafter as defined by FASB Technical Bulletin 85-4. This Index shall be applied as if such insurance contracts were purchased on the Effective Date.

Insurance Company:	Canada Life Assurance Company
Policy Form:	Whole Life
Policy Name:	CL/I
Insured's Age and Sex:	Male, 48
Riders:	None
Ratings:	None
Option:	Level
Face Amount:	\$221,872
Premiums Paid:	\$75,000
No. of Premium Payments:	Single Premium
Assumed Purchase Date:	September 16, 1997

Insurance Company:	American General Life Insurance Co.
Policy Form:	Flexible Premium Adjustable Life
Policy Name:	Corporate America Bank
Insured's Age and Sex:	Male, 48
Riders:	None
Ratings:	None
Option:	Level
Face Amount:	\$200,821
Premiums Paid:	\$75,000
No. of Premium Payments:	Single Premium
Assumed Purchase Date:	September 16, 1997

If such contracts of life insurance are actually purchased by the Bank, then the actual policies as of the dates purchased shall be used in calculations to determine the Index and Opportunity Cost. If such contracts of life insurance are not purchased or are subsequently surrendered or lapsed, then the Bank shall receive and use annual policy illustrations that assume the above described policies were purchased from the above named insurance company(ies) on the Effective Date to calculate the amount of the Index and Opportunity Cost.

d. Opportunity Cost:

The Opportunity Cost for any Plan Year shall be calculated by multiplying (a) the sum of (i) the total amount of premiums set forth in the insurance policies described above, (ii) the amount of any Index Benefit (described at subparagraph b above), and (iii) the amount of all previous years after-tax Opportunity Costs; by (b) the average annualized after-tax cost of funds calculated using a one-year U.S. Treasury Bill as published in the Wall Street Journal. The applicable tax rate used to calculate the Opportunity Cost shall be the Bank's marginal tax rate until the Director's Retirement, or other termination of service (including a Change in Control). Thereafter, the Opportunity Cost shall be calculated with the assumption of a marginal forty-two percent (42%) corporate tax rate each year regardless of whether the actual marginal tax rate of the Bank is higher or lower.

2. Director Benefits Payments.

The Director shall be entitled to payment of the Applicable Percentage of (i) the balance in the Benefit Account in installments upon the terms as specified in the Agreement, and (ii) the Index Benefit for each Plan Year payable in installments until the Director's death.

SCHEDULE C

BENEFICIARY DESIGNATION

To the Administrator of the Heritage Bank of Commerce Director Indexed Compensation Benefits Agreement:

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following persons and entities as primary and secondary beneficiaries of any benefit under said Agreement payable by reason of my death:

Primary Beneficiary:

Name	Address	Relationship
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Secondary (Contingent) Beneficiary:

Name	Address	Relationship
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THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION IS HEREBY RESERVED. ALL PRIOR DESIGNATIONS, IF ANY, OF PRIMARY BENEFICIARIES AND SECONDARY BENEFICIARIES ARE HEREBY REVOKED.

The Administrator shall pay all sums payable under the Agreement by reason of my death to the Primary Beneficiary, if he or she survives me, and if no Primary Beneficiary shall survive me, then to the Secondary Beneficiary, and if no named beneficiary survives me, then the Administrator shall pay all amounts in accordance with the terms of my Director Indexed Compensation Benefits Agreement. In the event that a named beneficiary survives me and dies prior to receiving the entire benefit payable under said Agreement, then and in that event, the remaining unpaid benefit payable according to the terms of my Director Indexed Compensation Benefits Agreement shall be payable to the personal representatives of the estate of said beneficiary who survived me but died prior to receiving the total benefit provided by my Director Indexed Compensation Benefits Agreement.

Dated: June ____, 1997

Humphrey P. Polanen

**CONSENT OF THE DIRECTOR'S SPOUSE
TO THE ABOVE BENEFICIARY DESIGNATION:**

I, _____, being the spouse of Humphrey P. Polanen, after being afforded the opportunity to consult with independent counsel of my choosing, do hereby acknowledge that I have read, agree and consent to the foregoing Beneficiary Designation which relates to the Director Indexed Compensation Benefits Agreement entered into by my spouse effective as of June 19, 1997. I understand that the above Beneficiary Designation may affect certain rights which I may have in the benefits provided for under the terms of the Director Indexed Compensation Benefits Agreement and in which I may have a marital property interest.

Dated: June __, 1997.

Type/Print Name

SCHEDULE D

DISTRIBUTION ELECTION

Pursuant to the Provisions of my Director Indexed Compensation Benefits Agreement with Heritage Bank of Commerce, I hereby elect to have any distribution of the balance in my Benefit Account paid to me in installments as designated below:

- _____ thirty-six (36) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ sixty (60) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred twenty (120) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.
- _____ one hundred eighty (180) monthly installments with the amount of each installment determined as of each installment date by dividing the entire amount in my Benefit Account by the number of installments then remaining to be paid, with the final installment to be the entire remaining balance in the Benefit Account.

Dated: June __, 1997

Signed: _____
Humphrey P. Polanen

Section 23: EX-10.29 (EXHIBIT10-29)

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Section 24: EX-10.30 (EXHIBIT10-30)

Exhibit 10.30

SECOND AMENDMENT TO DIRECTOR COMPENSATION BENEFITS AGREEMENT BY AND BETWEEN HERITAGE COMMERCE CORPORATION AND CHARLES J. TOENISKOETTER

This Second Amendment ("Second Amendment") is made and entered into effective this January 24, 2008, by and between Heritage Commerce Corporation (hereinafter "the Bank"), and Charles J. Toeniskoetter, (hereinafter "the Director"). This Second Amendment amends the "Director Compensation Benefits Agreement" (hereinafter "Original Agreement", effective as of May 23, 2002, by and between the Bank and the Director, thereafter amended by virtue of "Amendment 1 To Director Compensation Benefits Agreement by and Between Heritage Commerce Corporation and Charles J. Toeniskoetter" (hereinafter the "First Amendment"), as follows:

In an effort to clarify an ambiguity with respect to vesting and employment dates, the parties now hereby amend the Original Agreement and the First Amendment thereto as follows:

To delete the entire vesting schedule entitled "Schedule A", incorporated into the Original Agreement by virtue of the First Amendment thereto, and to replace such "Schedule A" with the modified "Second Amended Schedule A" attached hereto.

In addition to the forgoing, the following three paragraphs shall be inserted as under the heading of Paragraph 12.0 (immediately following the existing Paragraph 11.13) of the Director Compensation Benefits Agreement:

12.0 Internal Revenue Code Section 409A Compliance. Notwithstanding any provision existing in this Agreement or any amendment thereto, it is the intent of the Bank and the Director that any payment or benefit provided pursuant to this Agreement shall be made and paid in a manner, at a time and in a form which complies with the applicable requirements of IRC Section 409A, in order to avoid any unfavorable tax consequences resulting from any such failure to comply. Furthermore, for the purposes of this Agreement, IRC Section 409A shall be read to include any related or relevant IRS Notices (including but not limited to Notice 2006-79, 2007-78) and any future guidance or clarification of such statutes.

In accordance with the current restrictions on payouts of deferred compensation, and with respect to any plan amendment or election in 2008, such amendment or election may not act as to accelerate any payments or cause any payment to be made in 2008 that would not otherwise be payable in 2008. Furthermore, and in accordance with IRS Notice 2007-78, this restriction also applies to payments following a separation from service, and similarly applies to elections/amendments

and payments made and to be made in 20078. In the event of any modification or amendment in 2008 regarding a payment to be made in 2008, such payment shall not be made or commence until January 1, 2009.

The parties reserve the right to amend this agreement as necessary in order to comply with IRC Section 409A. Furthermore, this Agreement shall be administered in compliance with IRC Section 409A and the related rules, regulations and notices. Any section of this Agreement which violates IRC Section 409A and the related rules, regulations and notices shall be void and without effect.

To the extent that any paragraph, term, or provision of the Director Compensation Benefits Agreement is not specifically amended herein, or in any other amendment thereto, said paragraph, term, or provision shall remain in full force and effect as set forth in said Agreement.

IN WITNESS WHEREOF, the Director and a duty authorized Bank officer have signed this Agreement as of the written date.

HERITAGE COMMERCE CORPORATION

By: Lawrence D. McGovern

Date: _____

Charles J. Toeniskoetter

Date: _____

Witness

Witness

SECOND AMENDED SCHEDULE A

CALENDAR PERIOD	APPLICABLE PERCENTAGE
May 23, 2002 to May 22, 2003	10.00%
May 23, 2003 to May 22, 2004	20.00%
May 23, 2004 to May 22, 2005	30.00%
May 23, 2005 to May 22, 2006	40.00%
May 23, 2006 to May 22, 2007	50.00%
May 23, 2007 to May 22, 2008	60.00%
May 23, 2008 to May 22, 2009	70.00%
May 23, 2009 to May 22, 2010	80.00%
May 23, 2010 to May 22, 2011	90.00%
May 23, 2011 and Thereafter	100.00%

**AMENDMENT 1
TO DIRECTOR COMPENSATION BENEFITS AGREEMENT
BY AND BETWEEN HERITAGE COMMERCE CORPORATION AND
CHARLES J. TOENISKOETTER**

This Amendment ("Amendment") is made and entered into effective this _____, 2004, by and between Heritage Commerce Corporation (hereinafter "the Bank"), and Charles J. Toeniskoetter, (hereinafter "the Director"). This Amendment amends the Director Compensation Benefits Agreement, effective as of May 23, 2002, by and between the Bank and the Director, as follows:

Because of an inconsistency with respect to the one hundred percent vesting date specified in the original "Schedule A" vesting schedule, the parties now hereby amend the original Agreement as follows:

To delete the entire vesting schedule attached and incorporated into the original Agreement as "Schedule A" at page 11, and to replace such "Schedule A" with the modified "Schedule A" attached hereto.

To the extent that any paragraph, term, or provision of the Joint Beneficiary Agreement is not specifically amended herein, or in any other amendment thereto, said paragraph, term, or provision shall remain in full force and effect as set forth in said Agreement.

IN WITNESS WHEREOF, the Insured and a duly authorized Bank officer have signed this Agreement as of the written date.

HERITAGE COMMERCE CORPORATION

By: Richard L. Conniff

Date: _____

Charles J. Toeniskoetter

Date: _____

Witness

Witness

SCHEDULE A

<u>CALENDAR PERIOD</u>	<u>APPLICABLE PERCENTAGE</u>
May 1, 1997 to April 30, 2002	0.00%
May 1, 2002 to April 30, 2003	10.00%
May 1, 2003 to April 30, 2004	20.00%
May 1, 2004 to April 30, 2005	30.00%
May 1, 2005 to April 30, 2006	40.00%
May 1, 2006 to April 30, 2007	50.00%
May 1, 2007 to April 30, 2008	60.00%
May 1, 2008 to April 30, 2009	70.00%
May 1, 2009 to April 30, 2010	80.00%
May 1, 2010 to April 30, 2011	90.00%
May 1, 2011 and Thereafter	100.00%

DIRECTOR COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of May 23, 2002, by and between Heritage Commerce Corporation ("the Bank"), and Charles J. Toeniskoetter, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank and has served in such capacity since May 23, 2002;

WHEREAS, the Bank desires to establish a compensation benefit program for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director; NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the "fiduciary" of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage adjacent to a calendar period listed on Schedule "A" attached hereto, which percentage shall remain in effect until an adjustment occurs on each succeeding calendar period during the term of service as a member of the Board of Directors of the Bank. Notwithstanding the foregoing or the percentages set forth on Schedule "A", but subject to all other terms and conditions set forth herein, the "Applicable Percentage" shall be: (i) provided payments have not yet begun hereunder, one hundred percent (100%) upon termination of service described in subparagraph 5.4 pursuant to a "Change in Control" as defined in subparagraph 1.3 below, or the Director's death, or Disability as defined in subparagraph 1.5 below, which death or Disability occurs prior to the termination of service; and (ii) notwithstanding subclause (i) of this subparagraph 1.2, zero percent (0%) in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary. Furthermore, notwithstanding the foregoing, or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary: (1) the Director's estate or designated beneficiary shall no longer be entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

1.3 Change in Control. The term "Change in Control" shall mean the occurrence of any of the following events with respect to the Bank (with the term "Bank" being defined for purposes of determining whether a "Change in Control" has occurred to include any parent bank holding company organized at the direction of the Bank to own one hundred percent (100%) of the Bank's outstanding common stock): (i) a change in control of a mature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or in response to any other form or report to the regulatory agencies or governmental authorities having jurisdiction over the Bank or any stock exchange on which the Bank's shares are listed which requires the reporting of a change in control; (ii) any merger, consolidation or reorganization of the Bank in which the Bank does not survive; (iii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) of any assets of the Bank having an aggregate fair market value of fifty percent (50%) of the total value of the assets of the Bank, reflected in the most recent balance sheet of the Bank; (iv) a transaction whereby any "person" (as such term is used in the Exchange Act) or any individual, corporation, partnership, trust or any other entity becomes the beneficial owner, directly or indirectly, of securities of the Bank representing twenty-five percent (25%) or more of the combined voting power of the Bank's then outstanding securities; or (v) a situation where, in any one-year period, individuals who at the beginning of such period constitute the Board of Directors of the Bank cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Bank's shareholders, of each new director is approved by a vote of at least three-quarters (3/4) of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing or anything else contained herein to the contrary, there shall not be a "Change of Control" for purposes of this Agreement if the event which would otherwise come within the meaning of the term "Change of Control" involves (i) a reorganization at the direction of the Bank solely to form a parent bank holding company which owns one hundred percent (100%) of the Bank's common stock following the reorganization, or (ii) an Employee Stock Ownership Plan sponsored by the Bank or its parent holding company which is the party that acquires "control" or is the principal participant in the transaction constituting a "Change in Control", as described above.

1.4 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.5 Disability/Disabled. The term "Disability" or "Disabled" shall mean bodily injury or disease (mental or physical) which wholly and continuously prevents the performance of duty for at least three months including without limitation, the total irrecoverable loss of sight in both eyes or the loss by severance of both hands at or above the wrist or of both feet at or above the ankle or of one hand at or above the wrist and one foot at or above the ankle.

1.6 Early Retirement Date. The term "Early Retirement Date" shall mean the Retirement as defined below, of the Director on a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.7 Effective Date. The term "Effective Date" shall mean the date first written above.

1.8 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.9 Director Benefits. The term "Director Benefits" shall mean the benefits determined in accordance with Schedule "B", and reduced to the extent: (i) required under the other provisions of this Agreement, including, but not limited to, Paragraphs 5, 6 and 7 hereof, (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.10 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.11 Retirement. The term "Retirement" or "Retires" shall refer to the date which the Director acknowledges in writing to Bank to be the last day of service as a member of the Board of Directors.

1.12 Removal for Cause. The term "removal for cause" shall mean termination of the Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

- (a) The willful, intentional and material breach or the habitual and continued neglect by the Director of his duties;
- (b) The Director's willful and intentional violation of (i) any State or Federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of Bank, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;
- (c) The Director's conviction of (i) any felony or (ii) a crime involving moral turpitude, or the Director's willful and intentional commission a fraudulent or dishonest act; or
- (d) The Director's willful and intentional disclosure, without authority, of any secret or confidential information concerning Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or induces any customer to breach any contract with the Bank

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early Retirement or Retirement and After Retirement.

3.1 Payments Upon Early Retirement. The Director shall have the right to Retire from the Board of Directors on a date which constitutes an Early Retirement Date as defined in subparagraph 1.6 above. In the event the Director elects to Retire on a date which constitutes an Early Retirement Date, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Early Retirement Date occurs or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Early Retirement Date.

3.2 Payments Upon Retirement. If the Director shall continue to serve as a member of the Board of Directors until attaining sixty-two (62) years of age, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director Retires or upon such later date as may be mutually agreed upon by the Director and the Bank in advance of said Retirement date.

4. Payments in the Event of Disability Prior to Retirement. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement but prior to Retirement, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director becomes Disabled.

5. Payments in the Event Employment Is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Director's Retirement. In the event that the service of the Director shall be terminated, other than by reason of death, Disability or Retirement, prior to the Director's attaining sixty-two (62) years of age, then this Agreement shall terminate upon the date of such termination of termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director's service as a member of the Board of Directors is terminated for reasons other than as specified in paragraph 5.3 below and such termination is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Bank or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age.

5.2 Voluntary Termination by the Director. If the Director's employment is terminated by voluntary resignation and such resignation is not subject to the provisions of subparagraphs 5.3 or 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Bank or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age.

6. Termination by Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated "removal for cause", as defined in subparagraph 1.12 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

6.1 Termination by the Bank on Account of or After a Change in Control. In the event: (i) the Director's service as a member of the Board of Directors of the Bank is terminated in conjunction with, or by reason of, a "Change in Control" (as defined in subparagraph 1.3 above); then the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, as defined above, in substantially equal monthly installments on the first day of each month, beginning with the month following the month in which the Director attains fifty-five (55) years of age or any month thereafter, as requested in writing by the Director and delivered to the Bank or its successor thirty (30) days prior to the commencement of installment payments; provided, however, that in the event the Director does not request a commencement date as specified, such installments shall be paid on the first day of each month, beginning with the month following the month in which the Director attains sixty-two (62) years of age.

7. Section 280G Benefits Reduction. If all or any portion of the amounts payable to the Director under this Agreement, either alone or together with other payments which the Director has the right to receive from the Bank, constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment), Director shall be responsible for the payment of such excise tax and Bank (and its successor) shall be responsible for any loss of deductibility related thereto; provided, however, that Bank and Director shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code. If, at a later date, it is determined (pursuant to final regulations or published rulings of the Internal Revenue Service, final judgment of a court of competent jurisdiction, or otherwise) that the amount of excise taxes payable by the Director is greater than the amount initially so determined, then the Director shall pay an amount equal to the sum of such additional excise taxes and any interest, fines and penalties resulting from such underpayment. The determination of the amount of any such excise taxes shall be made by the independent accounting firm employed by the Bank immediately prior to the change in control or such other independent accounting firm or advisor as may be mutually agreeable to Bank and Director in the exercise of their reasonable good faith judgment.

8. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion, to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, the Director shall have no right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement, and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director of any and all rights to payment hereunder.

9. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. Consistent therewith, the Bank shall make all determinations as to the rights to benefits under this Agreement. Any decision by the Bank denying a claim by the Director for benefits under this Agreement shall be stated in writing and delivered or mailed, via registered or certified mail, to the Director. Such decision shall set forth the specific reasons for the denial of a claim. In addition, the Bank shall provide the Director with a reasonable opportunity for a full and fair review of the decision denying such claim.

10. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) Director shall have no legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director in order to permit the Bank to make contributions and/or transfer assets to the Trust to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director in such manner and at such times as specified in this Agreement.

11. Discretion of Board to Accelerate Payout. Notwithstanding any of the other provisions of this Agreement, the Board of Directors of the Bank may, if determined in its sole and absolute discretion to be appropriate, accelerate the payment of the amounts due under the terms of this Agreement, provided that: Director (i) consents to the revised payout terms determined appropriate by the Bank's Board of Directors; and (ii) does not negotiate or in any way influence the terms of proposed altered/accelerated payout (said decision to be made solely by the Bank's Board of Directors and offered to the Director on a "take it or leave it basis").

12. Miscellaneous.

12.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for the Director, himself, and his heirs, legal representatives, agents, successors, and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 11.1. The Director further acknowledges and agrees that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

12.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion, shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), located in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), located in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS, or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, legal representatives, agents, successors and assigns, and maybe entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

12.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

12.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank:	Heritage Bank of Commerce 150 Almaden Boulevard San Jose, California 95113 Attn: Chairman of the Board
If to the Director:	Charles J. Toeniskoetter Toeniskoetter & Breeding 1960 The Alameda San Jose, CA 95126

12.5 Assignment. The Director shall have no power or right to transfer, assign, anticipate, hypothecate, modify, or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of the Director, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director; or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

12.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, legal representatives, agents, successors, and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm, or person, unless and until such succeeding or continuing corporation, firm, or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

12.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

12.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant, or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

12.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

12.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

12.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

12.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

12.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation shall govern the validity, interpretation, construction and effect of this Agreement.

IN WITNESS WHEREOF, the Bank and the Director have executed this Agreement on the date first above-written in the City of San Jose, Santa Clara County, California.

BANK

DIRECTOR

Heritage Bank of Commerce

By: _____
Richard K. Conniff
President and Chief Operating Officer

Charles J. Toeniskoetter

SCHEDULE A

<u>CALENDAR PERIOD</u>	<u>APPLICABLE PERCENTAGE</u>
May 1, 1997 to April 30, 2002	0.00%
May 1, 2002 to April 30, 2003	10.00%
May 1, 2003 to April 30, 2004	20.00%
May 1, 2004 to April 30, 2005	30.00%
May 1, 2005 to April 30, 2006	40.00%
May 1, 2006 to April 30, 2007	50.00%
May 1, 2007 to April 30, 2008	60.00%
May 1, 2008 to April 30, 2009	70.00%
May 1, 2009 to April 30, 2010	80.00%
May 1, 2010 to April 30, 2011	90.00%
May 1, 2012 and Thereafter	100.00%

See subparagraph 1.2 of the Agreement for a definition and discussion of the Applicable Percentage.

SCHEDULE B
DIRECTOR BENEFITS

a. A benefit account shall be established as a liability reserve account on the books of the Bank for the benefit of the Director. The Director Benefits shall be credited to the benefit account in an amount equal to One Thousand Dollars (\$1,000.00) per year for each year of service as a member of the Board of Directors of the Bank. The amount of Director Benefits payable under the Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments of the Director Benefits until the death of the Director.

b. If the Director elects Early Retirement, the Director Benefits shall be decreased by a percentage calculated by subtracting the Director's age at Early Retirement from the normal Retirement age of 62, and multiplying the result by a factor of five. For example, a 35% reduction of the Director Benefits would occur if the Director's Early Retirement age is 55, based on the following calculation: $62-55=7 \times 5=35\%$.

Section 25: EX-10.30 (EXHIBIT10-30)

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Section 26: EX-10.31 (EXHIBIT10-31)

Exhibit 10.31

DIRECTOR COMPENSATION BENEFITS AGREEMENT

This Agreement is made and entered into effective as of May 27, 2004 by and between Heritage Commerce Corporation ("the Bank"), and Ranson W. Webster, an individual residing in the State of California (the "Director").

RECITALS

WHEREAS, the Director is a member of the Board of Directors of the Bank (hereinafter the "Board") and has served in such capacity since April 2004;

WHEREAS, the Bank desires to establish a compensation benefit program for directors who are not also officers or employees of the Bank in order to attract and retain individuals with extensive and valuable experience as directors; and

WHEREAS, the Director and the Bank wish to specify in writing the terms and conditions upon which this additional compensatory incentive will be provided to the Director; NOW, THEREFORE, in consideration of the services to be performed by the Director in the future, as well as the mutual promises and covenants contained herein, the Director and the Bank agree as follows:

AGREEMENT

1. Terms and Definitions.

1.1 Administrator. The Bank shall be the "Administrator" and, solely for the purposes of ERISA as defined in subparagraph 1.9 below, the Named Fiduciary of this Agreement where a fiduciary is required by ERISA.

1.2 Applicable Percentage. The term "Applicable Percentage" shall mean that percentage which corresponds with number of "Years of Service" completed as of the date the Director Separates from Service, or it shall be One Hundred Percent (100%), as stipulated herein for certain described events, including but not limited to: (i) a Termination Pursuant to a Change in Control (as defined herein), provided payments have not yet begun hereunder or (ii) upon the Director becoming Disabled while serving on the Board.

The Applicable Percentage shall remain in effect until an adjustment occurs upon the completion of each Year of Service (as defined herein), and until Director has reached the maximum Applicable Percentage of One-Hundred Percent (100%) after Nine (9) Years of Service. Subject to the forgoing, the Applicable Percentage shall be determined in accordance with the following schedule:

Completed Years of Service	Applicable Percentage
Less Than One	10%
One	20%
Two	30%
Three	40%
Four	50%
Five	60%
Six	70%
Seven	80%
Eight	90%
Nine	100%

1.3 Change in Control. For the purposes of this Agreement, the term "Change in Control" shall be defined as follows:

- (A) The acquisition of more than fifty percent (50%) of the value or voting power of the Bank's stock by a person or group;
- (B) The acquisition in a period of twelve (12) months or less of at least thirty-five percent (35%) of the Bank's stock by a person or group;
- (C) The replacement of a majority of the Bank's board in a period of twelve (12) months or less by Directors who were not endorsed by a majority of the

current board members; or

(D) The acquisition in a period of twelve (12) months or less of forty percent (40%) or more of the Bank's assets by an unrelated entity.

For the purpose of this Agreement, transfers made on account of deaths or gifts, transfers between family members or transfers to a qualified retirement plan maintained by the Bank shall not be considered in determining whether there has been a Change in Control,

1.4 The Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended (the "Code").

1.5 Director Benefit. The term "Director Benefit" shall mean the annual benefit paid out to the Director pursuant to this Agreement. Unless specified otherwise by the terms of this Agreement and according to the circumstances giving rise to the Separation from Service, the Director Benefit shall be calculated by multiplying the following: (Director's Years of Service) X (One Thousand Dollars) X (Applicable Percentage). The Director Benefit shall continue to increase as each Year of Service is completed. In addition, the annual amount of Director Benefits payable under this Agreement shall be increased at the rate of two percent (2%) each year from the date of commencement of payments until the death of the Director.

As previously stated, the actual amount of the Director Benefit to be paid shall be determined at the time Director Separates from Service as a Director, and shall be determined according to the circumstances giving rise to the Separation from Service and the relevant Applicable Percentage schedule. Furthermore, the benefit shall be reduced to the extent: (i) required under the other provisions of this Agreement; (ii) required by reason of the lawful order of any regulatory agency or body having jurisdiction over the Bank; or (iii) required in order for the Bank to properly comply with any and all applicable state and federal laws, including, but not limited to, income, employment and disability income tax laws (e.g., FICA, FUTA, SDI).

1.6 Disability/Disabled. For the purposes of this Agreement, a Director will be considered Disabled if;

- (A) He is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or
- (B) He is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering directors of the Bank.

1.7 Early Retirement. The term "Early Retirement" shall mean the Director's Separation from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date which occurs prior to the Director attaining sixty-two (62) years of age, but after the Director has attained fifty-five (55) years of age.

1.8 Effective Date. The term "Effective Date" shall mean the date first written above.

1.9 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended,

1.10 Normal Retirement Date and Normal Retirement Age. The terms "Normal Retirement" and/or "Normal Retirement Date" shall refer to the date which the Director Separates from Service as a member of the Board of Directors for any reason other than a Removal for Cause, as a result of a Disability or Pursuant to a Change in Control, and a date on or after which Director attains the age of Sixty-Two (62) (the "Normal Retirement Age").

1.11 Plan Year. The term "Plan Year" shall mean the Bank's fiscal year.

1.12 Removal for Cause. The term "Removal for Cause" or "Removed for Cause" shall mean termination of the Director's service as a member of the Board of Directors of the Bank by reason of any of the following:

- (A) The willful, intentional and material breach or the habitual and continued neglect by the Director of his duties;
- (B) The Director's willful and intentional violation of (i) any State or Federal banking or securities laws, or of the Bylaws, rules, policies or resolutions of Bank, or the rules or regulations of the California Commissioner of Financial Institutions, Board of Governors or the Federal Reserve System, Federal Deposit Insurance Corporation, or other regulatory agency or governmental authority having jurisdiction over the Bank, which has a material adverse effect upon the Bank;
- (C) The Director's conviction of (i) any felony or (ii) a crime involving moral turpitude, or the Director's willful and intentional commission a fraudulent or dishonest act; or
- (D) The Director's willful and intentional disclosure, without authority, of any secret or confidential information concerning Bank or taking any action which the Bank's Board of Directors determines, in its sole discretion and subject to good faith, fair dealing and reasonableness, constitutes unfair competition with or induces any customer to breach any contract with the Bank.

1.13 Separates From Service or Termination of Service. The terms "Separates from Service" or a "Termination" of service shall refer to the Director ceasing to serve as a member of the Board of Directors for any reason.

1.14 Termination Pursuant to a Change in Control. A Termination shall be deemed to be "Pursuant to a Change in Control" if, within two (2) years following the occurrence of a Change in Control, the Director is removed from the Board for reasons other than a Removal for Cause.

1.15 Termination Without Cause. A Termination shall be deemed to be "Without Cause" if, prior Normal Retirement Age, the Director is terminated by the Bank for reasons other than a Termination for Cause, a Disability, or Pursuant to a Change in Control.

1.16 Years of Service. The term "Years of Service" shall mean the twelve (12) consecutive month period beginning on the date on which Director becomes a member of the Board of Directors of the Bank, and any twelve (12) month anniversary thereof, during which time Director has consecutively served on the Board.

2. Scope, Purpose and Effect.

2.1 Contract of Employment. Although this Agreement is intended to provide the Director with an additional incentive to continue to serve as a member of the Board of Directors, this Agreement shall not be deemed to constitute a contract of employment between the Director and the Bank nor shall any provision of this Agreement restrict the right of the Bank to remove or cause the removal of the Director including, without limitation, by (i) refusal to nominate the Director for election for any successive term of office as a member of the Board of Directors of the Bank, or (ii) complying with an order or other directive from a court of competent jurisdiction or any regulatory authority having jurisdiction over the Bank which requires the Bank to take action to remove the Director.

2.2 Fringe Benefit. The benefits provided by this Agreement are granted by the Bank as a fringe benefit to the Director and are not a part of any salary reduction plan or any arrangement deferring a bonus or a salary increase. The Director has no option to take any current payments or bonus in lieu of the benefits provided by this Agreement.

3. Payments Upon Early or Normal Retirement. In the event the Director continues to serve as a member of the Board of Directors until qualifying for Early or Normal Retirement pursuant to the terms of Paragraphs 1.7 and 1.10 above, then (excluding a termination under the provisions of paragraph 4, 5.3 or 5.4 herein), upon a Separation from Service, Director shall be entitled to be paid the Applicable Percentage of the Director Benefit based on his Years of Service. Payments shall be made in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service and shall continue monthly until Director's death.

4. Payments in the Event of Disability. In the event the Director becomes Disabled at any time after the Effective Date of this Agreement and while serving as a Director, then the Applicable Percentage of the Director Benefits shall be One Hundred Percent (100%). The Director Benefit shall be paid in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Separates from Service. Payments shall then continue monthly until Director's death.

5. Payments in the Event Service is Terminated Prior to Retirement. As indicated in subparagraph 2.1 above, the Bank reserves the right to remove or cause the removal of the Director under certain circumstances, at any time prior to the Directors Retirement. In the event that the service of the Director shall be Terminated, other than by reason of death, Disability or Retirement, prior to the Director qualifying for Early or Normal Retirement, then this Agreement shall terminate upon the date of such termination; provided, however, that the Director shall be entitled to the following benefits as may be applicable depending upon the circumstances surrounding the Director's termination:

5.1 Termination Without Cause. If the Director is Terminated Without Cause at any time, then he shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director Terminates. Payments shall then continue until Director's death.

5.2 Voluntary Termination by the Director. If the Director's service is terminated by voluntary resignation and such resignation is not subject to the provisions of subparagraph 5.4 below, the Director shall be entitled to be paid the Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates. Payments shall then continue until Director's death.

5.3 Removal for Cause. The Director agrees that if the Director's service as a member of the Board of Directors of the Bank is terminated as a result of a "Removal for Cause", as defined in subparagraph 1.12 of this Agreement, the Director shall forfeit any and all rights and benefits the Director may have under the terms of this Agreement and shall have no right to be paid any of the amounts which would otherwise be due or paid to the Director by the Bank pursuant to the terms of this Agreement.

5.4 Termination Pursuant to a Change in Control. In the event the Director's service as a member of the Board of Directors of the Bank is Terminated Pursuant to a Change in Control, then the Director shall be entitled to be paid a One Hundred Percent (100%) Applicable Percentage of the Director Benefits, in substantially equal monthly installments on the first day of each month, commencing the later of the Director's attainment of Age Sixty-Two (62) or the month following the month in which the Director terminates. Payments shall then continue until Director's death.

6. Section 280G Benefits Reduction. If all or any portion of the amounts payable to the Director under this Agreement, either alone or together with other payments which the Director has the right to receive from the Bank, constitute "excess parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment), Director shall be responsible for the payment of such excise tax and Bank (and its successor) shall be responsible for any loss of deductibility related thereto; provided, however, that Bank and Director shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code. If, at a later date, it is determined (pursuant to final regulations or published rulings of the Internal Revenue Service, final judgment of a court of competent jurisdiction, or otherwise) that the amount of excise taxes payable by the Director is greater than the amount initially so determined, then the Director shall pay an amount equal to the sum of such additional excise taxes and any interest, fines and penalties resulting from such underpayment. The determination of the amount of any such excise taxes shall be made by the independent accounting firm employed by the Bank immediately prior to the change in control or such other independent accounting firm or advisor as may be mutually agreeable to Bank and Director in the exercise of their reasonable good faith judgment

7. Right To Determine Funding Methods. The Bank reserves the right to determine, in its sole and absolute discretion, whether, to what extent and by what method, if any, to provide for the payment of the amounts which may be payable to the Director under the terms of this Agreement. In the event that the Bank elects to fund this Agreement, in whole or in part, through the use of life insurance or annuities, or both, the Bank shall determine the ownership and beneficial interests of any such policy of life insurance or annuity. The Bank further reserves the right, in its sole and absolute discretion to terminate any such policy, and any other device used to fund its obligations under this Agreement, at any time, in whole or in part. Consistent with Paragraph 9 below, the Director shall have no right, title or interest in or to any funding source or amount utilized by the Bank pursuant to this Agreement and any such funding source or amount shall not constitute security for the performance of the Bank's obligations pursuant to this Agreement. In connection with the foregoing, the Director agrees to execute such documents and undergo such medical examinations or tests which the Bank may request and which may be reasonably necessary to facilitate any funding for this Agreement including, without limitation, the Bank's acquisition of any policy of insurance or annuity. Furthermore, a refusal by the Director to consent to, participate in and undergo any such medical examinations or tests shall result in the immediate termination of this Agreement and the immediate forfeiture by the Director of any and all rights to payment hereunder.

8. Claims Procedure. The Bank shall, but only to the extent necessary to comply with ERISA, be designated as the named fiduciary under this Agreement and shall have authority to control and manage the operation and administration of this Agreement. In the event a dispute arises over benefits under this Agreement and benefits are not paid to the Director and Director feels he is entitled to receive such benefits, then a written claim must be made to the Named Fiduciary and Plan Administrator named above within forty-five (45) days from the date payments are refused. The Named Fiduciary and Plan Administrator shall review the written claim and if the claim is denied, in whole or in part, they shall provide in writing within forty-five (45) days of receipt of such claim the specific reasons for such denial, reference to the provisions of this Agreement upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the additional steps to be taken by claimants if a further review of the claim denial is desired. A claim shall be deemed denied if the Named Fiduciary and Plan Administrator fail to take any action within the aforesaid forty-five (45) day period.

If claimants desire a second review they shall notify the Named Fiduciary and Plan Administrator in writing within forty-five (45) days of the first claim denial. Claimants may review this Agreement or any documents relating thereto and submit any written issues and comments it may feel appropriate. In their sole discretion, the Named Fiduciary and Plan Administrator shall then review the second claim and provide a written decision within forty-five (45) days of receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Agreement upon which the decision is based.

9. Status as an Unsecured General Creditor. Notwithstanding anything contained herein to the contrary: (i) Director shall have no legal or equitable rights, interests or claims in or to any specific property or assets of the Bank as a result of this Agreement; (ii) none of the Bank's assets shall be held in or under any trust for the benefit of the Director or held in any way as security for the fulfillment of the obligations of the Bank under this Agreement; (iii) all of the Bank's assets shall be and remain the general unpledged and unrestricted assets of the Bank; (iv) the Bank's obligation under this Agreement shall be that of an unfunded and unsecured promise by the Bank to pay money in the future; and (v) the Director shall be unsecured general creditors with respect to any benefits which may be payable under the terms of this Agreement.

Notwithstanding subparagraphs (i) through (v) above, the Bank and the Director acknowledge and agree that upon request of the Director at any time during the term of this Agreement, a Rabbi Trust (the "Trust") shall be established upon such terms and conditions as may be mutually agreeable between the Bank and the Director in order to permit the Bank to make contributions and/or transfer assets to the Trust to discharge its obligations pursuant to this Agreement. The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of the Bank to be used exclusively for discharge of the Bank's obligations pursuant to this Agreement and shall continue to be subject to the claims of the Bank's general creditors until paid to the Director in such manner and at such times as specified in this Agreement.

10. Miscellaneous.

10.1 Opportunity To Consult With Independent Advisors. The Director acknowledges that he has been afforded the opportunity to consult with independent advisors of his choosing including, without limitation, accountants or tax advisors and counsel regarding both the benefits granted to him under the terms of this Agreement and the (i) terms and conditions which may affect the Director's right to these benefits and (ii) personal tax effects of such benefits including, without limitation, the effects of any federal or state taxes, Section 280G of the Code, and any other taxes, costs, expenses or liabilities whatsoever related to such benefits, which in any of the foregoing instances the Director acknowledges and agrees shall be the sole responsibility of the Director notwithstanding any other term or provision of this Agreement. The Director further acknowledges and agrees that the Bank shall have no liability whatsoever related to any such personal tax effects or other personal costs, expenses, or liabilities applicable to the Director and further specifically waives any right for the Director, himself, and his heirs, legal representatives, agents, successors, and assigns to claim or assert liability on the part of the Bank related to the matters described above in this subparagraph 10.1. The Director further acknowledges and agrees that he has read, understands and consents to all of the terms and conditions of this Agreement, and that he enters into this Agreement with a full understanding of its terms and conditions.

10.2 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, other than those matters which are to be determined by the Bank in its sole and absolute discretion shall be resolved by binding arbitration before a representative member, selected by the mutual agreement of the parties, of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), located in San Francisco, California. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this Paragraph, or has discontinued its business, the parties agree that a representative member, selected by the mutual agreement of the parties, of the American Arbitration Association ("AAA"), located in San Francisco, California, shall conduct the binding arbitration referred to in this Paragraph. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The arbitration shall be subject to such rules of procedure used or established by JAMS or if there are none, the rules of procedure used or established by AAA. Any award rendered by JAMS or AAA shall be final and binding upon the parties, and as applicable, their respective heirs, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof. The obligation of the parties to arbitrate pursuant to this clause shall be specifically enforceable in accordance with, and shall be conducted consistently with, the provisions of Title 9 of Part 3 of the California Code of Civil Procedure. Any arbitration hereunder shall be conducted in San Jose, California, unless otherwise agreed to by the parties.

10.3 Attorneys' Fees. In the event of any arbitration or litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs incurred in connection therewith or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the arbitrator(s) or court, as the case may be, to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered.

10.4 Notice. Any notice required or permitted of either the Director or the Bank under this Agreement shall be deemed to have been duly given, if by personal delivery, upon the date received by the party or its authorized representative; if by facsimile, upon transmission to a telephone number previously provided by the party to whom the facsimile is transmitted as reflected in the records of the party transmitting the facsimile and upon reasonable confirmation of such transmission; and if by mail, on the third day after mailing via U.S. first class mail, registered or certified, postage prepaid and return receipt requested, and addressed to the party at the address given below for the receipt of notices, or such changed address as may be requested in writing by a party.

If to the Bank: Heritage Commerce Corp
150 Almaden Boulevard
San Jose, California 95113
Attn: Chairman of the Board

If to the Director: _____

10.5 Assignment. The Director shall have no power or right to transfer, assign, anticipate, hypothecate, modify, or otherwise encumber any part or all of the amounts payable hereunder, nor, prior to payment in accordance with the terms of this Agreement, shall any portion of such amounts be: (i) subject to seizure by any creditor of the Director, by a proceeding at law or in equity, for the payment of any debts, judgments, alimony or separate maintenance obligations which may be owed by the Director, or (ii) transferable by operation of law in the event of bankruptcy, insolvency or otherwise. Any such attempted assignment or transfer shall be void and unenforceable without the prior written consent of the Bank. The Bank's consent, if any, to one or more assignments or transfers shall not obligate the Bank to consent to or be construed as the Bank's consent to any other or subsequent assignment or transfer.

10.6 Binding Effect/Merger or Reorganization. This Agreement shall be binding upon and inure to the benefit of the Director and the Bank and, as applicable, their respective heirs, legal representatives, agents, successors, and assigns. Accordingly, the Bank shall not merge or consolidate into or with another corporation, or reorganize or sell substantially all of its assets to another corporation, firm, or person, unless and until such succeeding or continuing corporation, firm, or person agrees to assume and discharge the obligations of the Bank under this Agreement. Upon the occurrence of such event, the term "Bank" as used in this Agreement shall be deemed to refer to such surviving or successor firm, person, entity or corporation.

10.7 Nonwaiver. The failure of either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such term(s) or condition(s) or of that party's right thereafter to enforce each and every term and condition of this Agreement.

10.8 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is determined by an arbitrator or a court, as the case may be, to be invalid, void, or unenforceable, such determination shall not render any other term, provision, covenant, or condition invalid, void or unenforceable, and the Agreement shall remain in full force and effect notwithstanding such partial invalidity.

10.9 Entire Agreement. This Agreement supersedes any and all other agreements either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10.10 Modifications. Any modification of this Agreement shall be effective only if it is in writing and signed by each party or such party's authorized representative.

10.11 Paragraph Headings. The paragraph headings used in this Agreement are included solely for the convenience of the parties and shall not affect or be used in connection with the interpretation of this Agreement.

10.12 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction will be applied against any person.

10.13 Governing Law. The laws of the State of California, other than those laws denominated choice of law rules, and, where applicable, the rules and regulations of the California Commissioner of Financial Institutions and the Federal Deposit Insurance Corporation shall govern the validity, interpretation, construction and effect of this Agreement.

10.14 Gender. Whenever in this Agreement words are used in the masculine, feminine or neuter gender, they shall be read and construed as in the masculine, feminine or neuter gender, whenever they should so apply.

11. Internal Revenue Code Section 409A Compliance. Notwithstanding any provision existing in this Agreement or any amendment thereto, it is the intent of the Bank and the Director that any payment or benefit provided pursuant to this Agreement shall be made and paid in a manner, at a time and in a form which complies with the applicable requirements of IRC Section 409A, in order to avoid any unfavorable tax consequences resulting from any such failure to comply. Furthermore, for the purposes of this Agreement, IRC Section 409A shall be read to include any related or relevant IRS Notices (including but not limited to Notice 2006-79) and the currently proposed regulations.

In accordance with the current restrictions on payouts of deferred compensation, and with respect to any plan amendment or election in 2006, such amendment or election may not act as to accelerate any payments or cause any payment to be made in 2006 that would not otherwise be payable in 2006. Furthermore, and in accordance with IRS Notice 2006-79, this restriction also applies to payments following a separation from service, and similarly applies to elections/amendments and payments made and to be made in 2007. In the event of any modification or amendment in 2006 (or 2007) regarding a payment to be made in 2006 (or 2007), such payment shall not be made or commence until January 1, 2007 (or January 1, 2008, as applicable).

The parties reserve the right to amend this agreement as necessary in order to comply with IRC Section 409A. Furthermore, this Agreement shall be administered in compliance with IRC Section 409A and the related rules, regulations and notices. Any section of this Agreement which violates IRC Section 409A and the related rules, regulations and notices shall be void and without effect.

12. Intentional Act by Director which Precludes Recovery. Notwithstanding any other provision in this Agreement or anything contained in this Agreement to the contrary, in the event the Director takes any intentional action which prevents the Bank from collecting the proceeds of any life insurance policy which the Bank may happen to own at the time of the Director's death and of which the Bank is the designated beneficiary, then: (1) the Director's estate or designated beneficiary(ies) shall no longer be Entitled to receive any of the amounts payable under the terms of this Agreement, and (2) the Bank shall have the right to recover from the Director's estate all of the amounts paid to the Director, the designated Beneficiary(ies) or to the Director's estate (with respect to amounts paid prior to the Director's death or paid to the Director's estate) or designated beneficiary (with respect to amounts paid to the designated beneficiary) pursuant to the terms of this Agreement prior to and after the Director's death.

IN WITNESS WHEREOF, the Director and a duly authorized Bank officer have signed this Agreement as of the written date.

HERITAGE COMMERCE CORPORATION

By: _____
Lawrence D. McGovern
Executive Vice President & CFO

Date: _____

Ranson W. Webster

Date: _____

Witness

Witness

Section 27: EX-10.31 (EXHIBIT10-31)

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Section 28: EX-31.1 (EXHIBIT31-1)

Exhibit 31.1

CERTIFICATIONS UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
REGARDING THE ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2007

I, Walter T. Kaczmarek, certify that:

1. I have reviewed this Annual Report on Form 10-K for the Year Ended December 31, 2007 of Heritage Commerce Corp;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter of 2007 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2008

/s/ Walter T. Kaczmarek
Walter T. Kaczmarek
Chief Executive Officer

Section 29: EX-31.1 (EXHIBIT31-1)

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Section 30: EX-31.2 (EXHIBIT31-2)

Exhibit 31.2

CERTIFICATIONS UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
REGARDING THE ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2007

I, Lawrence D. McGovern, certify that:

1. I have reviewed this Annual Report on Form 10-K for the Year Ended December 31, 2007 of Heritage Commerce Corp;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter of 2007 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2008

/s/ Lawrence D. McGovern
Lawrence D. McGovern
Chief Financial Officer

Section 31: EX-31.2 (EXHIBIT31-2)

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Section 32: EX-32.1 (EXHIBIT32-1)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
REGARDING THE ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2007

In connection with the Annual Report of Heritage Commerce Corp (the "Company") on Form 10-K for the year ending December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Walter T. Kaczmarek, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 17, 2008

/s/ Walter T. Kaczmarek
Walter T. Kaczmarek
Chief Executive Officer

Section 33: EX-32.1 (EXHIBIT32-1)

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Section 34: EX-32.2 (EXHIBIT32-2)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
REGARDING THE ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2007

In connection with the Annual Report of Heritage Commerce Corp (the "Company") on Form 10-K for the year ending December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lawrence D. McGovern, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 17, 2008

/s/ Lawrence D. McGovern
Lawrence D. McGovern
Chief Financial Officer

Section 35: EX-32.2 (EXHIBIT32-2)

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Section 36: EX-23.1 (EXHIBIT23-1)

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-59277, 333-95167, 333-65884, 333-117431, 333-40384, and 333-135400 on Form S-8 of Heritage Commerce Corp of our report dated March 17, 2008 with respect to the consolidated financial statements of Heritage Commerce Corp and on the effectiveness of internal control over financial reporting, which report appears in the Annual Report on Form 10-K of Heritage Commerce Corp for the year ended December 31, 2007.

/s/ Crowe Chizek and Company, LLP

Oak Brook, Illinois
March 17, 2008

Section 37: EX-23.1 (EXHIBIT23-1)

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