

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549  
**FORM 8-K**

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

Date of Report (Date of earliest event reported) **April 28, 2026**

**BAYFIRST FINANCIAL CORP.**  
(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction  
of incorporation)  
  
**700 Central Avenue**  
**St. Petersburg, Florida**  
(Address of principal executive offices)

**001-41068**  
(Commission  
file number)  
  
**(727) 440-6848**  
(Registrant's telephone number, including area code)

**59-3665079**  
(IRS employer  
identification no.)  
  
**33701**  
(Zip Code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class registered  
**Common Stock**

Trading Symbol(s)  
**BAFN**

Name of exchange on which registered  
**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1933 (§240.12b-2 of this chapter)  
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement**

The information set forth under Item 3.02 is incorporated by reference into this Item 1.01.

**Item 3.02 Unregistered Sales of Equity Securities.****Securities Purchase Agreement**

On April 28, 2026, BayFirst Financial Corp. (the “Company”) entered into a Securities Purchase Agreement (the “Securities Purchase Agreement”) with Kenneth R. Lehman and other investors (each, a “Purchaser” and collectively, the “Purchasers”). Pursuant to the Securities Purchase Agreement, on that same date, the Company issued and sold to the Purchasers, in the aggregate:

- (i) 4,000 shares (the “Series D Shares”) of the Company’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value (the “Series D Preferred Stock”), at a purchase price of \$10,000 per Series D Share; and
- (ii) 4,000 shares (the “Series E Shares” and together with the Series D Shares, the “Preferred Shares”) of the Company’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value, at a purchase price of \$10,000 per Series E Share, in a private placement (the “Private Placement”), for gross proceeds of \$80,000,000.

Subject to certain ownership limitations, the Preferred Shares are convertible (or, in the case of Mr. Lehman, as provided pursuant to the Exchange Agreement described herein exchangeable) into shares of Common Stock (the “Underlying Preferred Shares”) at the initial conversion rate of 2,857 shares of Common Stock per Preferred Share, which conversion rate is based on an initial conversion price of \$3.50 per share of Common Stock and is subject to certain adjustments (the “Conversion Rate”).

The Company will use the net proceeds from the Private Placement to improve the capital levels of the Company and its wholly-owned subsidiary, BayFirst National Bank (the “Bank”), restructure the Company’s capital structure by redeeming existing preferred stock, fund incremental allowance for credit losses, and support the continued growth of the Bank to return it to profitability.

Pursuant to the terms of the Securities Purchase Agreement, Mr. Lehman is entitled to designate one individual to be appointed to the Company’s and the Bank’s boards of directors, subject to any required regulatory approvals, waivers, or non-objections. Mr. Lehman has also been granted gross-up rights to acquire from the Company any equity or equity-linked securities (with certain exceptions) offered by the Company in order to enable him to maintain his proportionate ownership interest in the Company as immediately prior to such issuance.

The Bank and Mr. Lehman will work together to identify specific work-out assets and develop and adopt a mutually agreeable asset resolution plan pursuant to which the Bank will accelerate its work-out strategy with respect to those identified assets.

Based in part upon the representations of the Purchasers in the Securities Purchase Agreement, the Private Placement is exempt from registration under Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated under the Securities Act.

**Shareholder Approvals**

The Company will use its reasonable best efforts to hold a shareholder meeting in July 2026, to obtain shareholder approval of:

- (i) an amendment to the Company’s articles of incorporation to increase the number of authorized shares of Common Stock to at least 100,000,000 shares (the “Articles Amendment Approval”); and

(ii) the issuance of the Underlying Preferred Shares pursuant to applicable listing standards of the Nasdaq Stock Market LLC (the "Issuance Approval" and together with the Articles Amendment Approval, the "Stockholder Approvals").

If either of the Stockholder Approvals are not obtained at the initial shareholder meeting called by the Company, then the Company will include proposals to approve such Stockholder Approvals at a meeting of its shareholders no less than once in each subsequent three-month period beginning on the date of such previous shareholder meeting until such approval is obtained. If the Company does not obtain the Stockholder Approvals by December 15, 2026, it will be obligated to pay an 11% cumulative dividend on the Preferred Shares.

The Company will further use its commercially reasonable efforts to cause all of the Underlying Preferred Shares to be approved for listing on The Nasdaq Stock Market LLC as promptly as possible.

In the event that the Company has obtained the Issuance Approval but the Company's shareholders have not approved the Articles Amendment Approval, the Company will effect a "Partial Conversion" of the Series D Preferred Stock, whereby outstanding shares of Series D Preferred Stock will automatically convert into shares of Common Stock, but only to the extent of the total number of shares of Common Stock available for issuance by the Company pursuant to its then effective articles of incorporation (taking into consideration any shares previously reserved for issuance), allocated pro rata among the holders of the Series D Preferred Stock and the Series E Preferred Stock.

***Indemnification***

Subject to certain limitations, the Company will indemnify each Purchaser and certain related parties of each Purchaser against losses in connection with breaches of the Securities Purchase Agreement and the other documents contemplated therein by the Company or in connection with the transactions contemplated by the Securities Purchase Agreement. Subject to certain limitations, each Purchaser will indemnify the Company and its affiliates and certain related persons against losses in connection with breaches of the Securities Purchase Agreement and the other documents contemplated therein by such Purchaser.

***Articles of Amendment***

The information contained in Item 5.03 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 1.01.

***Registration Rights Agreement***

Simultaneous with entering into the Securities Purchase Agreement, the Company and the Purchasers entered into a Registration Rights Agreement (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, the Company will register for resale the Common Shares and the Underlying Preferred Shares (collectively, the "Registrable Securities"). The Company has agreed to file with the Securities and Exchange Commission (the "SEC") a registration statement registering the Registrable Securities for resale by the Purchasers by the earliest of:

- (i) 30 days after the Stockholder Approvals;
- (ii) 30 days after the Partial Conversion; and
- (iii) December 15, 2026.

The Company shall use its commercially reasonable efforts to cause such registration statement to be declared effective by the SEC and to keep such registration statement effective until the earlier of:

- (i) such time as all of the Registrable Securities covered by such registration statement have been publicly sold by the holders thereof; and
- (ii) the date on which all Common Shares and Underlying Preferred Shares cease to be Registrable Securities.

If the Company fails to file the registration statement or have it declared effective by certain deadlines, if the registration statement ceases to remain effective, subject to specified grace periods, or if the Company fails to satisfy the current public information requirement of Rule 144(c)(1) under the Securities Act of 1933, as amended (the "Securities Act"), then the Company will pay monthly liquidated damages to the holders of Registrable Securities in an amount 1.0% of the aggregate purchase price paid by such Purchaser pursuant to the Securities Purchase Agreement for any unregistered Registrable Securities then held by such Holder, subject to certain caps and limitations. The Company will pay all fees and expenses incident to the Company's performance of its obligations under the Registration Rights Agreement, excluding (with certain exceptions) any underwriting discounts, selling commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals and all legal fees and expenses of legal counsel for any holder of Registrable Securities. The Company and the Purchasers agreed to provide each other with certain indemnification and contribution rights.

***Exchange Agreement***

Simultaneous with entering into the Securities Purchase Agreement, the Company and Mr. Lehman entered into an Exchange Agreement, whereby the Company agreed under certain conditions to issue shares of Common Stock in exchange for Series E Shares held by Mr. Lehman. Each exchange is subject to the Stockholder Approvals and Mr. Lehman obtaining the necessary approvals and authorizations of, filings and registrations with, notifications to, or expiration or termination of any applicable waiting period under, the Change in Bank Control Act.

The representations, warranties, and covenants of the Company set forth in the Securities Purchase Agreement, Registration Rights Agreement, and the Exchange Agreement have been made only for purposes of, and were and are solely for the benefit of the parties thereto may be subject to limitations agreed upon by the contracting parties and standards of materiality applicable to the contracting parties that differ from those applicable to investors. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and investors should not rely on them as statements of fact. In addition, such representations and warranties, unless otherwise specified therein, were made only as of the date of the Securities Purchase Agreement, the Registration Rights Agreement, and the Exchange Agreement, and information concerning the subject matter of the representations and warranties may change after the date of the Securities Purchase Agreement, the Registration Rights Agreement, and the Exchange Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

***Placement Agency Agreement***

Hovde Group, LLC (the "Placement Agent") served as placement agent with respect to the Private Placement. The Company and the Placement Agent have entered into a Placement Agency Agreement, pursuant to which the Company has paid the Placement Agent a commission of 6% of the gross proceeds of the Private Placement, and has also agreed to reimburse certain expenses incurred by the Placement Agent in connection with the Private Placement. The Placement Agency Agreement contains other customary terms, including obligations of the Company to indemnify the Placement Agent in certain circumstances.

**Item 2.02. Results of Operations and Financial Condition**

On April 30, 2026, BayFirst Financial Corp. (“Company”) issued a press release announcing its financial results for the first quarter of 2026. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On April 28, 2026, the Bank appointed Alfred T. (“Al”) Rogers, Jr. to serve as its President, Chief Executive Officer, and Principal Executive Officer, and as a member of its board of directors. Subject to the non-objection of the Federal Reserve Bank of Atlanta, the Company intends to appoint Mr. Rogers to serve as its President and Chief Executive Officer, and as a member of its board of directors.

Mr. Rogers, age 61, and began his banking career at First Union National Bank. Upon completion of that bank’s training program, he served as a Commercial Banker in the Tampa, Lakeland, and Nashville markets from 1987 to 1997. In 1997, Mr. Rogers joined Manufacturers Bank of Florida in Tampa, where he served as Chief Executive Officer and a member of its board of directors. During this time, he was involved in all aspects of expanding the bank through organic growth as well as the acquisition of Partners Savings Bank of Tampa. In 2001, Mr. Rogers was instrumental in selling Manufacturers Bank of Florida to Colonial Bank and began serving Colonial Bank as President and Senior Lender of the Tampa Bay market. Mr. Rogers joined USAmeriBank in 2007 as its Executive Lending Officer. Under his leadership, that bank grew from its 2007 *de novo* status to the Tampa Bay area’s largest independent community bank, with assets of more than \$4.6 billion. Upon the acquisition of USAmeriBank by Valley National Bank in January 2018, Mr. Rogers serves as Valley National Bank’s Executive Vice President and Chief Lending Officer for Florida and Alabama until August of 2022, when he retired from those positions.

Also effective on April 28, 2026, the Company, the Bank, and Mr. Rogers entered into an Employment Agreement. The Employment Agreement’s initial term will expire on May 1, 2029. On May 1, 2027, and each subsequent May 1<sup>st</sup>, the Employment Agreement shall automatically be extended for an additional one-year period unless any party provides notice of non-renewal. Mr. Rogers will receive a minimum annual salary of \$450,000. He will also receive an automobile allowance, reimbursement for country club memberships, and a term life insurance policy. He is also eligible to participate in any of the Bank’s or the Company’s employee benefit plans and programs. He is also entitled to receive specific stock and cash incentive payments based on his and the Bank’s performance.

The Employment Agreement subjects Mr. Rogers to two-year, post-termination, non-competition and customer and employee non-solicitation obligations. Upon a “change in control,” Mr. Rogers will be entitled to receive a cash payment equal to 2.99 times his then current base salary and target bonus for that year.

On April 30, 2026, Thomas G. Zernick retired as Chief Executive Officer, principal executive officer, and a director of the Company. The Company has appointed its President, Robin L. Oliver, to serve as principal executive officer on an interim basis. This interim appointment will end when the Company receives the non-objection of the Federal Reserve Bank of Atlanta for Mr. Rogers to become an executive officer of the Company.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

On April 28, 2026, the Company filed Articles of Amendment to its Articles of Incorporation with the Florida Division of Corporations creating and authorizing 4,000 shares of Series D Preferred Stock and 4,000 shares of Series E Preferred Stock.

***Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D***

Holders of shares of Series D Preferred Stock are entitled to receive, when, as and if declared by the Board out of funds of the Company legally available therefor, pari passu with the shares of Series E Preferred Stock, cumulative dividends in arrears at the rate per annum of 11% per share, payable semi-annually on June 15 and December 15 of each year, commencing December 15, 2026. Dividends may be paid in cash or in kind through the issuance of additional shares of Series D Preferred Stock. To the extent that such dividends are not paid semi-annually, then such unpaid dividends will accrue and compound until paid. The holders of Series D Preferred Stock generally will not be entitled to receive any dividends on shares of Series D Preferred Stock converted to Common Stock on or prior to December 15, 2026.

The holders of shares of Series D Preferred Stock do not have any voting rights, except for certain protective matters such as amendments to the Company's articles of incorporation that create any class or series of capital stock of the Company ranking senior to the Series D Preferred Stock.

Within five business days after the date on which: (i) both Stockholder Approvals have been received; and (ii) articles of amendment have been filed with the Florida Division of Corporations to increase the number of authorized shares of Common Stock to at least 100,000,000 shares (the "Conversion Date"), all outstanding shares of Series D Preferred Stock shall automatically convert into shares of Common Stock (the "Mandatory Conversion") at the Conversion Rate. If, however, the Company has obtained the Issuance Approval but not the Articles Amendment Approval, then the outstanding shares of Series D Preferred Stock shall automatically convert within five business days after the Issuance Approval has been received (the "Partial Conversion Date") into shares of Common Stock as described in the Mandatory Conversion, but only to the extent of the total number of shares of Common Stock available for issuance by the Company as of the Conversion Date (taking into consideration any shares reserved for issuance pursuant to the Company's equity compensation plans or other contractual obligations as of such date), allocated pro rata among the holders of shares of the Preferred Stock (a "Partial Conversion").

The Conversion Rate is subject to certain adjustments, providing for anti-dilutive price protection. Prior to conversion of the Series D Preferred Stock into Common Stock, no dividend or distribution shall be declared or paid upon any shares of Common Stock.

Shares of Series D Preferred Stock duly converted, or otherwise reacquired by the Company, will resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance (provided that any such cancelled shares of Series D Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Series D Preferred Stock).

The shares of Preferred Stock are senior to shares of Common Stock, such that in the event of any liquidation, dissolution or winding up of the Company's affairs, each holder of shares of Series D Preferred Stock will be entitled to receive for each share of Series D Preferred Stock, out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to shareholders of the Company, subject to the rights of any creditors of the Company, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock and any other junior stock of the Company, pari passu with the Series E Preferred Stock, payment in full in an amount equal to the sum of (i) the liquidation amount (which is initially \$10,000.00 per share of Series D Preferred Stock) per share of Series D Preferred Stock and (ii) any declared and unpaid dividends on such share.

***Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E***

The terms of the Series E Preferred Stock are generally the same as the Series D Preferred Stock, except that the shares of Series E Preferred Stock are not convertible in the hands of the initial holder or any other holder that is not a "Permitted Transferee." A "Permitted Transferee" is a transferee that is not

affiliated with the initial holder and that obtained shares of Series E Preferred Stock through certain permitted transfers or from another transferee that is a Permitted Transferee.

The foregoing description of the Articles of Amendment does not purport to be complete and is qualified in their entirety by reference to the full text of the Articles of Amendment included as exhibits to the Securities Purchase Agreement, copies of which are filed as, or contained in, the exhibits hereto, and incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure**

The Company has prepared presentation materials (the "Conference Call & Webcast Presentation") that management intends to use during its previously announced first quarter 2026 conference call on Friday, May 1, 2026 at 9:00 am Eastern Time, and from time to time thereafter in presentations about the Company's operations and performance. The Company may use the Conference Call & Webcast Presentation, possibly with modifications, in presentations to current and potential investors, analysts, lenders, business partners, acquisition candidates, customers, employees and others with an interest in the Company and its business.

A copy of the Conference Call & Webcast Presentation is furnished as Exhibit 99.2 to this report and incorporated herein by reference. The Conference Call & Webcast Presentation is also available on the Company's website at [www.bayfirstfinancial.com](http://www.bayfirstfinancial.com). Materials on the Company's website are not part of, or incorporated by reference into, this report.

**Item 8.01 Other Events.**

On April 30, 2026, the Company filed a registration statement on Form S-1 regarding the public offering of up to 4,108,072 shares of Common Stock at an offering price of \$3.50 per share. The Company intends to exclusively market this offering to its shareholders of record on May 12, 2026.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Exhibit Name</b>	<b>Filed Herewith</b>
1.1	<a href="#">Placement Agency Agreement dated April 28, 2026</a>	*
3.1	<a href="#">Articles of Amendment to the Amended and Restated Articles of Incorporation - Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D (Exhibit I-1 to Exhibit 10.1)</a>	*
3.2	<a href="#">Articles of Amendment to the Amended and Restated Articles of Incorporation - Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E (Exhibit I-2 to Exhibit 10.1)</a>	*
10.1	<a href="#">Securities Purchase Agreement, dated April 28, 2026</a>	*
10.2	<a href="#">Form of Registration Rights Agreement (Exhibit A to Exhibit 10.1)</a>	*
10.3	<a href="#">Exchange Agreement (Exhibit J to Exhibit 10.1)</a>	*
10.4	<a href="#">Employment Agreement with Alfred T. Rogers, Jr.</a>	*
99.1	<a href="#">BayFirst Financial Corp. Press Release dated April 30, 2026</a>	*
99.2	<a href="#">BayFirst Financial Corp. First Quarter 2026 Investor Presentation</a>	*
99.3	<a href="#">BayFirst Financial Corp. Contains Information from the Private Investment in Public Equity Offering</a>	*
104	<a href="#">Cover Page Interactive Data File (embedded within the Inline XBRL document)</a>	*

The information in this report (including the exhibits) shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BAYFIRST FINANCIAL CORP.**

Date: 4/30/2026

By: /s/ Scott J. McKim  
Scott J. McKim  
Chief Financial Officer

BayFirst Financial Corp.

4,000 Shares of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value

4,000 Shares of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value

Placement Agency Agreement

April 28, 2026

Hovde Group, LLC  
1629 Colonial Parkway  
Inverness, IL 60067

Ladies and Gentlemen:

BayFirst Financial Corp., a Florida corporation (the "Company"), is offering, pursuant to the terms of this Placement Agency Agreement (this "Agreement") and the Securities Purchase Agreement (as hereinafter defined), an aggregate of up to 4,000 shares of mandatorily convertible cumulative perpetual preferred stock, Series D, no par value per share ("Series D") and 4,000 shares of mandatorily convertible cumulative perpetual preferred stock, Series E, no par value per share ("Series E"), together with Series D (the "Shares"). The Shares are being offered at \$10,000 per share, for an aggregate offering amount of approximately \$80,000,000 (the "Offering").

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Securities Purchase Agreement.

The Company hereby confirms its agreement, on the terms and subject to the conditions set forth herein and in that certain engagement letter between the Company and Placement Agent dated August 6, 2025 (the "Engagement Letter"), to retain the Placement Agent to assist the Company in offering and selling the Shares, as follows:

1. Appointment of Placement Agent and Purchase of Shares. On the basis of the representations, warranties and agreements contained in, and subject to the terms and conditions of, this Agreement:

(a) Hovde is hereby appointed as the Placement Agent for the Offering. The Placement Agent shall not be deemed an agent of the Company for any other purpose by virtue of this Agreement. The appointment and authorization of the Placement Agent hereunder shall expire on the Closing of the Offering (as defined below), unless extended in writing by the Company and the Placement Agent. Either the Company or the Placement Agent may terminate this Agreement, with or without cause, upon delivery of 15 days' prior written notice to the other

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party. This Agreement may be terminated at any time prior to the Closing Date (as defined below) by the Placement Agent by notifying the Company at any time at or before the Closing Date in the reasonable discretion of the Placement Agent if: (i) the United States engages in hostilities which have resulted in the declaration, on or after the date hereof, of a national emergency or war; or (ii) trading in the Shares or any securities of the Company has been suspended or materially limited by the U.S. Securities and Exchange Commission (the "Commission") or trading generally on the New York Stock Exchange, Inc., the American Stock Exchange, Inc. or the Nasdaq Stock Market has been suspended or materially limited, or minimum or maximum ranges for prices for securities shall have been fixed, or maximum ranges for prices for securities have been required, by any of said exchanges or by such system or by order of the Commission, FINRA, or any other governmental or regulatory authority; or (iii) a general moratorium on banking activities has been declared by any Federal or Florida state authority; or (iv) in the good faith judgment of the Sales Agent, there has been, since the time of execution of this Agreement, a material adverse change in the financial condition, earnings or business affairs of the Company considered as a whole.

(b) On the terms and subject to the conditions set forth herein, the Placement Agent will utilize their "best efforts" to solicit investments from potential purchasers (each, individually a "Purchaser" and collectively, the "Purchasers") for the Offering.

(c) Subject to the performance by the Company of all of its obligations to be performed under this Agreement and to the completeness and accuracy of all representations and warranties of the Company contained in this Agreement, the Placement Agent hereby accepts such agency and agrees to use its reasonable best efforts to assist the Company in finding potential Purchasers pursuant to the Offering. The Company acknowledges and agrees that the Placement Agent's engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase any securities or otherwise provide any financing. It is understood that the Placement Agent does not have any commitment or obligation to sell or purchase any of the Shares. No provision of this Agreement shall require the Placement Agent to expend or risk its own funds or incur any financial liability on behalf of any offeree or Purchaser of the Shares or otherwise.

(d) Each prospective Purchaser agreeing to purchase Shares shall be required to deliver, among other things, an executed securities purchase agreement (the "Securities Purchase Agreement"), as well as an accredited investor questionnaire. The Company shall make available to each prospective Purchaser, at a reasonable time prior to the purchase of Shares, the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Offering. The Company will provide Purchasers the opportunity to obtain additional information necessary to verify the accuracy of the disclosure delivered in connection with the purchase of the Shares to the extent it possesses such information or can acquire it without unreasonable effort or expense. The Company shall have the right to reject any investment in whole or in part, in the Company's sole discretion.

(e) Investments shall be evidenced by the execution by each Purchaser of a Securities Purchase Agreement. No Securities Purchase Agreement shall be effective unless and

until it is accepted by the Company. The Placement Agent shall not have any independent obligation to verify the accuracy or completeness of any information contained in any Securities Purchase Agreement or the authenticity, sufficiency, or validity of any check or other payment delivered by any prospective Purchaser in payment for Shares nor shall the Placement Agent incur any liability with respect to any such verification or failure to verify.

2. **Representations and Warranties of the Company.** The Company represents and warrants to the Placement Agent as of the date hereof, and as of the Closing Date, that:

(a) *Emerging Growth Company.* From the time the Company first filed with the Commission Registration Statement on Form S-1 (that date being May 11) through the date hereof, the Company has been and is an “emerging growth company,” as defined in Section 2(a) of the Securities Act (an “Emerging Growth Company”).

(b) *Financial Statements.* The financial statements of the Company filed with the Commission comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement). Such financial statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and the Bank taken as a whole as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial year-end audit adjustments.

(c) *No Material Adverse Change.* Since the date of the latest audited financial statements filed with the Commission, except as specifically disclosed, (i) there have been no events, occurrences or developments that have had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect (as defined below), (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) deposit liabilities, trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered materially its method of accounting or the manner in which it keeps its accounting books and records, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock (other than in connection with repurchases of invested stock issued to employees of the Company), and (v) the Company has not issued any equity securities to any officer, director or affiliate, except Common Stock issued in the ordinary course as dividends on outstanding preferred stock or issued pursuant to existing Company equity compensation plans or stock purchase plans or executive and director compensation arrangements disclosed with the Commission. Except for the issuance of the Shares contemplated by this Agreement, no event, liability or development has occurred or exists with respect to the Company or the Bank or their respective business, properties,

operations or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made. Other than consummation of this Offering, no conditions remain outstanding to the appointment of Albert T. Rogers, Jr. as Chief Executive Officer of the Company and the Bank, and to the Board of Directors of the Bank.

(d) *Organization and Good Standing.*

(i) The Company and the Bank are each an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite corporate power and authority to own or lease and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor the Bank is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company and the Bank are duly qualified to conduct business and are in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in a Material Adverse Effect, and no proceeding has been instituted, is pending, or, to the Company's knowledge, has been threatened in writing in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(ii) The Company is duly registered as a bank holding company under the BHC Act. The Bank is a national banking association chartered under the laws of the United States and a direct, wholly-owned subsidiary of the Company. The deposit accounts of the Bank are insured up to applicable limits by the Federal Deposit Insurance Corporation, and all premiums and assessments required to be paid in connection therewith have been paid when due.

(iii) "*Material Adverse Effect*" means a material adverse effect on the results of operations, assets, business or financial condition of the Company and the Bank, taken as a whole, except that any of the following, either alone or in combination, shall not be deemed a Material Adverse Effect: (i) effects resulting from changes or circumstances affecting general political, economic or market conditions in the United States or which are generally applicable to the industry in which the Company operates, (ii) effects resulting from changes or circumstances affecting generally the industries or markets in which the Company operates, (iii) effects resulting from acts of war, sabotage or terrorism, military actions or the escalation thereof, natural disasters, or any epidemic, pandemic, outbreak of disease or other public health event, (iv) effects of any changes in applicable laws or accounting rules or principles, including changes in GAAP, (v) a decline in the

trading price of the Common Stock or the Company's failure, in and of itself, to meet earnings projections or internal financial forecasts, but not, in either case, including any underlying causes thereof; (vi) effects resulting from or relating to the announcement or disclosure of the sale of the Securities or other transactions contemplated by this Agreement, or (vii) the taking of any action in accordance with this Agreement (except, with respect to clauses (i), (ii), (iii), or (iv), to the extent that such changes, circumstances or effects have a disproportionate effect on the Company compared to other participants in the industries or markets in which the Company operates).

(e) *Company Subsidiary.* BayFirst National Bank (the "Bank") is the only subsidiary of the Company as of the date of this Agreement. Except for the Bank, the Company does not own beneficially, directly or indirectly, more than five percent (5%) of any class of equity securities or similar interests of any corporation, business trust, association or similar organization, and is not, directly or indirectly, a partner in any partnership or party to any joint venture. The Company owns, directly or indirectly, all of its interests in the Bank free and clear of any and all liens. The deposit accounts of the Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to the fullest extent permitted by the Federal Deposit Insurance Act, as amended, 12 U.S.C. 1811 *et seq.*, and the rules and regulations of the FDIC thereunder, and all premiums and assessments required to be paid in connection therewith have been paid when due (after giving effect to any applicable extensions). The Company beneficially owns all of the outstanding capital securities of, and has sole control of, the Bank.

(f) *Capitalization.*

(i) As of the date hereof, the number of shares and type of all authorized, issued and outstanding capital stock, options and other securities of the Company (whether or not presently convertible into or exercisable or exchangeable for shares of capital stock of the Company) is set forth in Schedule 2(f) hereto. The Company has not issued any capital stock since the date of its most recently filed SEC Report other than to reflect stock option and warrant exercises that do not, individually or in the aggregate, have a material effect on the issued and outstanding capital stock, options and other securities. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents that have not been effectively waived as of the Closing Date. Except as set forth on Schedule 2(f) or a result of the purchase and sale of the Shares, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or the Bank are or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Shares will not obligate the Company to issue shares of Common Stock or other securities to any

Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the Company's Knowledge, between or among any of the Company's stockholders.

(ii) *Stock Options.* With respect to any stock options (the "Stock Options") granted pursuant to the stock-based compensation plans of the Company and the Bank (the "Company Stock Plans"), (i) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective (the "Grant Date") by all necessary corporate action, and (ii) each such grant was made in accordance with the terms of the Company Stock Plans and all other applicable laws and regulatory rules or requirements.

(g) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement and the Securities Purchase Agreement, and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the Securities Purchase Agreement and the consummation by it of the transactions contemplated hereby and thereby has been duly and validly taken.

(h) *Placement Agency Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(i) *The Shares.* The Shares to be issued and sold by the Company hereunder have been duly authorized by the Company and, when issued and delivered and paid for as provided herein, will be duly and validly issued, will be fully paid and nonassessable; and the issuance of the Shares is not subject to any preemptive or similar rights.

(j) *No Violation or Default.* Neither the Company nor the Bank is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or the Bank is a party or by which the Company or the Bank is bound or to which any of the property or assets of the Company or the Bank is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental authority, regulatory authority or self-regulatory organization, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(k) *No Conflicts.* The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares by the Company and the consummation by the Company of the transactions contemplated by this Agreement will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or the Bank pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or the Bank is a party or by which the Company or the Bank is bound or to which any of the property or assets of the Company or the Bank is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or the Bank or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(l) *Litigation.* There is no Proceeding pending or, to the Company's Knowledge, threatened, against the Company, the Bank or any of their respective properties or, to the Company's Knowledge, against any officer, director or employee of the Company or the Company acting in his or her capacity as such which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) except as specifically disclosed in the SEC Reports, would, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor the Bank, nor to the Company's Knowledge any director or officer thereof, is or has been the subject of any Proceeding involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the Company's Knowledge there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or the Bank under the Exchange Act or the Securities Act.

(m) *Independent Accountants.* Forvis Mazars, LLP, who have reported on the audited consolidated financial statements and schedule of the Company and the Bank, is an independent registered public accounting firm with respect to the Company and the Bank within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act and, to the Company's knowledge, is not and has not been in violation of the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board and as required by the Securities Act. The consolidated financial statements of the Company and the related notes filed with the Commission have been prepared in conformity with the requirements of the Securities Act and the rules and regulations and present fairly the information shown therein.

(n) *Title to Assets.* The Company and the Bank have good and marketable title in fee simple to all real property owned by them. The Company and the Bank have good

and marketable title to all tangible personal property owned by them that is material to the business of the Company and the Bank, taken as whole, in each case free and clear of all Liens except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and the Bank. Any real property and facilities held under lease by the Company and the Bank are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and the Bank.

(o) *Title to Intellectual Property.* To the Company's Knowledge, the Company and the Bank own, possess, license or have other rights to use, all patents, patent applications, trade and service marks, trade and service mark applications and registrations, trade names, trade secrets, inventions, copyrights, licenses, technology, know-how and other intellectual property rights and similar rights described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have would have or reasonably be expected to result in a Material Adverse Effect (collectively, the "Intellectual Property Rights"). Neither the Company nor the Bank has received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company or the Bank violates or infringes upon the rights of any Person. There is no pending or, to the Company's Knowledge, threatened action, suit, proceeding or claim by any person that the Company's business as now conducted infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of another. To the Company's Knowledge, there is no existing infringement by another Person of any of the Intellectual Property Rights that would have or would reasonably be expected to have a Material Adverse Effect. The Company and the Bank have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their Intellectual Property Rights, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Company or the Bank, on the one hand, and the directors, officers, shareholders, customers or suppliers of the Company or the Bank, on the other, that is required by the Securities Act to be disclosed in SEC Reports as filed with the Commission.

(q) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof received by the Company, will not be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(r) *Taxes.* The Company and the Bank have (i) accurately and timely prepared and filed all foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith, with

respect to which adequate reserves have been set aside on the books of the Company and (iii) set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, except, in the case of clauses (i) and (ii) above, where the failure to so pay or file any such tax, assessment, charge or return would not have or reasonably be expected to result in a Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the Company or the Bank by the taxing authority of any jurisdiction. Since December 31, 2022 through the Closing Date the Company has not experienced, and the transactions contemplated by this Agreement will not cause the Company to experience, an "ownership change" for purposes of Section 382 of the Code (as defined below).

(s) *Licenses and Permits.* The Company and the Bank possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and neither the Company nor the Bank has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except where such revocation, modification or failure to renew would not, individually or in the aggregate, have a Material Adverse Effect.

(t) *Labor Matters.* No material labor dispute exists or, to the Company's Knowledge, is imminent with respect to any of the employees of the Company which would have or reasonably be expected to result in a Material Adverse Effect. None of the Company's or the Bank's employees is a member of a union that relates to such employee's relationship with the Company, and neither the Company nor the Bank is a party to a collective bargaining agreement, and the Company and the Bank believes that its relationship with its employees is good. Except as otherwise specially disclosed to the Placement Agent, no executive officer of the Company (as defined in Rule 501(f) of the Securities Act) has notified the Company or the Bank that such officer intends to leave the Company or the Bank or otherwise terminate such officer's employment with the Company or the Bank. To the Company's Knowledge, no executive officer, is, or is now expected to be, in violation of any term of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of a third party, and to the Company's Knowledge, the continued employment of each such executive officer does not subject the Company or the Bank to any liability with respect to any of the foregoing matters. The Company and the Bank are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(u) *Compliance with Environmental Laws.* To the Company's Knowledge, neither the Company nor the Bank (i) is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or Release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "Environmental Laws"), (ii) owns or operates any real property contaminated with any substance that is in violation of any Environmental Laws, (iii) is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or (iv) is subject to any claim relating to any Environmental Laws; which violation, contamination, liability or claim has had or would have, individually or in the aggregate, a Material Adverse Effect; and there is no pending investigation or, to the Company's Knowledge, investigation threatened in writing that might lead to such a claim.

(v) *Hazardous Materials.* There has been no storage, generation, transportation, use, handling, treatment, Release or threat of Release of Hazardous Materials by, relating to or caused by the Company or the Bank (or, to the knowledge of the Company and the Bank, any other entity (including any predecessor) for whose acts or omissions the Company or the Bank is or could reasonably be expected to be liable) at, on, under or from any property or facility now or previously owned, operated or leased by the Company or the Bank, or at, on, under or from any other property or facility, in violation of any environmental laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any environmental law, except for any violation or liability which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. "Hazardous Materials" means any material, chemical, substance, waste, pollutant, contaminant, compound, mixture, or constituent thereof, in any form or amount, including petroleum (including crude oil or any fraction thereof) and petroleum products, natural gas liquids, asbestos and asbestos containing materials, naturally occurring radioactive materials, brine, and drilling mud, regulated or which can give rise to liability under any Environmental Law. "Release" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into, from or through any building or structure.

(w) *Compliance with ERISA.* To the knowledge of the Company, no "prohibited transaction" as described in Section 406 of ERISA (as defined below) or Section 4975 of the Code has occurred with respect to any Employee Benefit Plan (as defined below), excluding transactions effected pursuant to a statutory or administrative exemption. Each Employee Benefit Plan is and has been operated in material compliance with its terms and all applicable laws, including but not limited to ERISA and the Code and, to the knowledge of the Company, no Pension Plan (as defined below) has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Pension Plan. No Pension Plan is, or is reasonably expected to be, in "at risk status" (within the meaning of Section 303(i) of ERISA) and no Employee Benefit Plan that is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA is in "endangered status" or "critical status" (within the meaning of Section 305 of ERISA). The present value of all benefits accrued under each Pension Plan did

not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the fair market value of the assets of each Pension Plan (determined based on those assumptions used to fund such Pension Plan). No “reportable event,” as defined in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived, has occurred or is reasonably expected to occur. There has been no imposition or incurrence of any material liability under Title IV of ERISA, other than for Pension Benefit Guaranty Corporation premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate (as defined below). Each Employee Benefit Plan intended to be qualified under Code Section 401(a) is so qualified and has a favorable determination or opinion letter from the U.S. Internal Revenue Service (the “IRS”) upon which it can rely, and, to the knowledge of the Company, any such determination or opinion letter remains in effect and has not been revoked and nothing has occurred since the date of any such determination or opinion letter that is reasonably likely to adversely affect such qualification. No Employee Benefit Plan is maintained outside the jurisdiction of the United States or covers any employees or other service providers of the Company or the Bank who reside or work outside of the United States. The Company does not have any obligations under any collective bargaining agreement with any union and, to the knowledge of the Company, no organization efforts are underway with respect to Company employees. As used herein, “Code” means the Internal Revenue Code of 1986, as amended; “Employee Benefit Plan” means any “employee benefit plan” within the meaning of Section 3(3) of ERISA to which the Company or the Bank is required to contribute on behalf of any of its employees or with respect to which the Company has any liability; “ERISA” means the Employee Retirement Income Security Act of 1974, as amended; “ERISA Affiliate” means any trade or business, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b) and (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA); and “Pension Plan” means any employee pension benefit plan (other than an employee benefit plan of the type described in Section 4001(a)(3) of ERISA) that is maintained or is contributed to by the Company or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

(x) *Disclosure Controls.* The Company and the Bank maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure.

(y) *Accounting Controls.* The Company and the Bank maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons

performing similar functions, 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, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. There are no material weaknesses in the Company's internal controls.

(z) *Insurance.* The Company and the Bank are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company believes to be prudent and customary in the businesses and locations in which the Company and the Bank are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor the Bank has received any notice of cancellation of any such insurance, nor, to the Company's Knowledge, will it or the Bank be unable to renew their respective existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(aa) *No Unlawful Payments.* Neither the Company nor the Bank, nor any director, officer or employee of the Company or the Bank nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or the Bank has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offense under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit.

(bb) *Anti-Money Laundering Laws.* The operations of the Company and the Bank and, to the knowledge of the Company, their respective directors, officers, and employees as relates to the operations of the Company and the Bank, in all material respects are compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act, the money laundering statutes of all applicable jurisdictions and the rules and

regulations thereunder issued, administered or enforced by any Governmental Authority (collectively, the “Anti-Money Laundering Laws”); and no action, suit or proceeding by or before any Governmental Authority involving the Company or the Bank with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened. The Company and the Bank and, to the knowledge of the Company, their respective directors, officers, and employees as relates to the operations of the Company and the Bank, have conducted the business of the Company and the Bank in compliance in all material respects with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

(cc) *OFAC*. None of the Company, or the Bank or any officer or director of either the Company or the Bank, nor, to the knowledge of the Company, after due inquiry, any agent, employee, affiliate or person acting on behalf of the Company or the Bank, in all cases in the course of its activities on behalf of the Company or the Bank, is or has been (A) engaged in any services (including financial services), transfers of goods, software, or technology, or any other business activity related to (i) Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065 (“Sanctioned Countries”), (ii) the government of any Sanctioned Country, (iii) any person, entity or organization located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (iv) any person, entity or organization made subject of any sanctions (“Sanctions”) administered or enforced by the United States Government, including, without limitation, the list of Specially Designated Nationals (“SDN List”) of the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”), or other relevant sanctions authority (collectively, “Sanctioned Persons”), and the Company will not directly or indirectly use the proceeds of the offering of the Shares contemplated hereby, or lend, contribute or otherwise make available such proceeds to the Bank or any other person or entity, for the purpose of financing the activities of or business with any Sanctioned Person, or in any Sanctioned Country, that currently is the subject to any U.S. sanctions administered by OFAC or in any other manner that will result in a violation by any person (including any person participating in the transaction whether as underwriter, advisor, investor or otherwise) of U.S. sanctions administered by OFAC; (B) engaged in any transfers of goods, technologies or services (including financial services) that may reasonably be expected to assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States laws, rules or regulations; (C) a Sanctioned Person; or (D) located, organized or resident in any Sanctioned Country.

(dd) *No Broker’s Fees*. Neither the Company nor the Bank is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or the Bank or any Placement Agent for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Shares.

(ee) *No Registration Rights*. Other than rights that will be granted to Purchasers in the Offering, no person has the right to require the Company or the Bank to

register any securities for sale under the Securities Act by reason the issuance and sale of the Shares by the Company.

(ff) *Sarbanes-Oxley Act.* The Company has taken all action reasonably necessary to ensure that, upon consummation of the transactions contemplated by this Agreement, it will be in compliance in all material respects with all provisions of the Sarbanes-Oxley Act with which the Company is required to comply as of such time.

(gg) *Application of Takeover Protections; Rights Agreements.* The Company has not adopted any shareholder rights plan or similar arrangement relating to accumulations of beneficial ownership of its common stock or a change in control of the Company. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's organization certificate or the laws of Florida (other than those associated with regulatory approval of a change in control of the Company) which is or could become applicable to any Purchaser solely as a result of the Offering, including, without limitation, the Company's issuance of the Shares.

(hh) *Off Balance Sheet Arrangements.* There is no material transaction, arrangement, or other relationship between the Company and an unconsolidated or other off balance sheet entity.

(ii) *Foreign Corrupt Practices Act.* None of the Company, or the Bank or, to the knowledge of the Company, any director, officer, agent or employee of the Company or the Bank, in all cases in the course of its activities on behalf of the Company or the Bank, has (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (C) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), or any applicable non-U.S. anti-bribery statute or regulation; or (D) made, offered, agreed to, requested or taken an act in furtherance of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. To the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(jj) *Lending Relationship.* The Company does not have any material lending or other relationship with any bank or lending affiliate of the Placement Agent and (B) does not intend to use any of the proceeds from the sale of the Shares to repay any outstanding debt owed to any affiliate of the Placement Agent.

(kk) *Cybersecurity.* (A) To the knowledge of the Company, except as disclosed in the SEC Reports, there has been no security breach or incident, unauthorized access or disclosure, or other compromise of or relating to any of the Company's or the Bank's information technology and computer systems, networks, hardware, software, data and databases

(including the data and information of their respective customers, employees, suppliers, vendors and any other third party that is maintained, processed or stored by the Company and the Bank and any such data processed or stored by third parties on behalf of the Company and the Bank), equipment or technology (collectively, "IT Systems and Data"), that would, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect; (B) neither the Company nor the Bank have been notified of, and the Company has no knowledge of, any event or condition that would reasonably be expected to result in, any security breach or incident, unauthorized access or disclosure or other compromise to the Company or the Bank's IT Systems and Data that would reasonably be expected to have a Material Adverse Effect; and (C) the Company and the Bank have implemented controls, policies, procedures, and technological safeguards reasonably designed to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data and that are reasonably consistent with industry standards and practices, or are required by applicable regulatory standards. The Company and the Bank are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any Governmental Authority relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except where the failure to do so would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ll) *Compliance with Privacy Statements.* Except as would not, individually or in the aggregate, have a Material Adverse Effect, the Bank (A) complies with the Privacy Statements (as defined below) as applicable to any given set of personal information collected by the Bank from Individuals (as defined below), (B) complies with all applicable federal, state, local and foreign laws and regulations regarding the collection, retention, use, transfer or disclosure of personal information (as such term is defined in applicable data privacy laws) from Individuals, and (C) takes commercially reasonable measures, reasonably consistent with industry standards in the business in which the Bank is engaged, to protect and maintain the confidential nature of the personal information provided to the Bank by Individuals in accordance with the terms of the applicable Privacy Statements. Except as would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor the Bank has received any written notice of any claim or controversy regarding the Bank's compliance with the Privacy Statements. As used herein, "Privacy Statements" means, collectively, any and all of the Bank's public-facing privacy statements and policies published on the Bank's websites or products or otherwise made externally available by the Bank regarding the collection, retention, use and distribution of personal information of any individual, including, without limitation, individual visitors or users of the Bank's website or products (collectively, "Individuals").

(mm) *Securities Offerings.* All offers and sales of the Company's capital stock and debt or other securities by the Company (or others on the Company's behalf) prior to the date hereof were made in compliance in all material respects with the Securities Act and the Securities Act Rules and Regulations and all other applicable state and federal laws or regulations, or any actions under the Securities Act and the Securities Act Rules and Regulations or any state or federal laws or regulations in respect of any such offers or sales are effectively barred by effective waivers or statutes of limitation. The Company has not, prior to the date

hereof, made any offer or sale of securities which could be “integrated” for purposes of the Securities Act and the Securities Act Rules and Regulations with the offer and sale of the Shares. The Company has not sold or issued any security during the 180-day period preceding the date of this Agreement, including but not limited to any sales pursuant to Section 4(a)(2) of the Securities Act or Commission Rule 144A or Commission Regulations D or S under the Securities Act Rules and Regulations, other than securities issued pursuant to employee benefit plans, qualified stock option plans or employee compensation plans or pursuant to outstanding options, rights or warrants pursuant to SEC Rule 701.

3. Representations and Warranties of Placement Agent. The Placement Agent represents and warrants to the Company that:

(a) The Placement Agent is registered as a broker-dealer under applicable federal and state laws, is a member in good standing of FINRA and has met and will continue to meet all registration, licensing, financial and reporting requirements it is required to meet under applicable federal and state laws and regulations in order to provide the services the Placement Agent has agreed to provide, or that the Placement Agent contemplates that it will provide, to the Company under this Agreement, the Engagement Letter (as applicable) or otherwise in connection with the Offering.

(b) The Placement Agent will not provide any service or engage in any activity, and it will use its commercially reasonable efforts to not permit any of its employees, agents, or representatives to provide any service or engage in any activity, whether pursuant to this Agreement or otherwise in connection with the sale of the Shares, for which it does not have in effect all registrations, licenses and approvals necessary to cause that service or activity to comply with applicable federal and state laws and regulations.

(c) Notwithstanding anything contained in this Agreement to the contrary, the terms and conditions of the sale of the Shares as described in the Securities Purchase Agreement shall control the conduct of the sale of the Shares, and neither the Placement Agent nor any of its respective employees, agents, representatives or affiliates shall take any action in connection with the sale of the Shares contrary to those terms and conditions.

(d) In connection with or during the course of the sale of the Shares, neither the Placement Agent nor any employee, agent, representative or affiliate of the Placement Agent will make any representation or provide any information to any Purchaser or potential Purchaser other than the representations and information contained in an investor presentation of the Company, or other information specifically approved by the Company.

(e) This Agreement has been duly and validly authorized, executed and delivered by the Placement Agent and, when executed by the Company, will constitute the valid and binding agreement of the Placement Agent enforceable against it in accordance with its terms, except in all cases to the extent that (i) enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights and remedies generally or the rights of creditors or customers of registered broker-dealers whose accounts may be protected by the Securities Investor Protection

Corporation; (ii) the availability of the equitable remedy of specific performance and injunctive relief is subject to the discretion of the court before which the proceedings may be brought; and (iii) the enforceability of the provisions hereof relating to indemnification and contribution may be limited by applicable federal, state or other securities laws, or the public policy underlying such laws.

(f) The Placement Agent and its employees, agents and representatives who shall perform any of the services required hereunder to be performed by it, shall be authorized and shall have all licenses, approvals and permits necessary to perform such services, and the Placement Agent shall be a registered broker-dealer and selling agent in the jurisdictions in which the Company is relying on such registration for the offer and sale of the Shares after the date of this Agreement.

(g) The execution and delivery of this Agreement by the Placement Agent, the fulfillment of the terms set forth herein and the consummation of the transactions contemplated hereby shall not violate or conflict with the organizing documents of the Placement Agent or violate, conflict with or constitute a breach of, or default (or an event which, with notice or lapse of time, or both, would constitute a default) under, any agreement, indenture or other instrument by which the Placement Agent is bound or under any governmental license or permit or any law, administrative regulation, authorization, approval or order or court decree, injunction or order, which breach, default or violation could have a material adverse effect on the condition (financial or otherwise), operations, business, properties or assets of the Placement Agent or its ability to perform its obligations under this Agreement.

(h) Any proceeds received by the Placement Agent to purchase Shares will be handled in accordance with applicable requirements of Rule 15c2-4 under the 1934 Act, by the prompt transmission of such proceeds to the escrow agent designated by the Company and the Sales Agent (the "Escrow Agent"). It is understood between the Company and the Placement Agent that the Placement Agent will not receive or handle any proceeds from the Purchasers in connection with the Offering.

(i) No action or proceeding against the Placement Agent before the Commission, FINRA, any state securities commission, or any state or federal court is pending or, to the Placement Agent's knowledge, threatened concerning the Placement Agent's activities as a registered and licensed broker-dealer which could have a material adverse effect on the condition (financial or otherwise), operations, business, properties or assets of the Placement Agent or its ability to perform its obligations under this Agreement.

4. Covenants of the Company. The Company covenants and agrees with the Placement Agent that:

(a) Listing. The Company will use its commercially reasonable efforts to effect the listing of the Shares on Nasdaq after all requisite shareholder approval is received and the Shares are registered for resale under the Securities Act.

(b) *Blue Sky Compliance.* The Company shall take or cause to be taken all necessary action to qualify the Shares for sale under the securities laws of such domestic United States or foreign jurisdictions as the Sales Agent reasonably designates or as is necessary to effect the distribution of the Shares and to continue such qualifications in effect so long as required for the distribution of the Shares, except that the Company shall not be required in connection therewith to qualify as a foreign corporation (where not otherwise required) or to execute a general consent to service of process in any jurisdiction (where not otherwise required).

(c) *Use of Proceeds.* The Company shall not invest or otherwise use the proceeds received by the Company from the sale of the Shares issued and sold by the Company in such a manner as would require the Company or the Bank to register as an investment company under the Investment Company Act.

(d) *Expenses of Offering.* The Company will bear all other expenses incurred in connection with the Offering, including, without limitation, (i) the cost of obtaining all securities and bank regulatory approvals; (ii) the cost of preparing, printing and distributing the offering materials; (iii) the costs of blue sky qualification (including the reasonable fees and expenses of blue sky counsel relating to such qualification) of the Shares in the various states; (iv) listing fees, if applicable; and (v) all fees and disbursements of the Company's counsel and accountants. Further, the Company shall be reimburse the Placement Agent for up to \$100,000 in: (1) the costs and expenses of the Placement Agent relating to investor presentations on any "road show" undertaken in connection with the Offering; and (2) reasonable expenses and disbursements of the Placement Agent.

(e) *No Other Finders or Brokers.* During the term of the Placement Agent's engagement hereunder the Company will not (i) offer any Shares for sale to, or solicit any offers to buy from, any person or persons, whether directly or indirectly, other than through the Placement Agent, if such person or persons were introduced to the Company by the Placement Agent, or (ii) engage in any discussions with any person other than representatives of the Placement Agent for the purpose of engaging, or considering the engagement of, such person as a finder or broker in connection with the sale by the Company of the Shares covered by this Agreement.

(f) *Public Announcements.* Except as otherwise required by applicable law or the rules of any governmental entity, the Company shall not, during the period commencing on the date hereof and ending on the Closing Date, issue any press release or other communication, make any written or oral statement to any media organization or publication or hold any press conference, presentation or seminar, or engage in any other publicity with respect to the Company and/or the Bank, its financial condition, results of operations, business, properties, assets, or liabilities, or the Offering, without the prior written consent of the Sale Agent, which consent shall not be unreasonably withheld, conditioned, or delayed, except in the ordinary course of business, to comply with applicable securities laws, and in both cases, not for the purpose of soliciting any interest in the Offering. Further, the Company shall not use the name of the Placement Agent or any officer, director, employee or shareholder thereof without the

express written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(g) *Emerging Growth Company.* The Company will promptly notify the Placement Agent if the Company ceases to be an Emerging Growth Company at any time prior to the later of (A) completion of the distribution of Shares within the meaning of the Securities Act and (B) completion of the Lock-Up period.

(h) *Lock-Up Agreements.* The Company will cause each of its executive officers and directors, whose names are set forth in Schedule 1 hereto, to furnish to the Placement Agent, on or before the Closing Date, a letter dated the date hereof, substantially in the form of Exhibit A hereto (the "Lock-Up Agreement"). The Company will use its commercially reasonable efforts to enforce the terms of each Lock-Up Agreement and issue stop transfer instructions to the transfer agent for the shares with respect to any transaction or contemplated transaction that would constitute a breach or default under the applicable Lock-Up Agreement.

(i) *Transfer Agent.* The Company shall engage and maintain, at its expense, a registrar and transfer agent for the Shares.

(j) *Additional Acknowledgements.* The Company acknowledges and agrees that:

(i) The financial models and presentations used by the Placement Agent in performing its services hereunder have been developed by and are proprietary to the Placement Agent. The Company further acknowledges and agrees that, except as required by applicable law, it will not reproduce or distribute all or any portion of such models or presentations without the prior written consent of the Placement Agent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(ii) The Placement Agent is a full service securities firm engaged in a wide range of businesses and from time to time, in the ordinary course of its business, the Placement Agent or its affiliates may hold long or short positions and trade or otherwise effect transactions for its own account or the account of its customers in debt or equity securities or loans of the companies which may be the subject of the transactions contemplated by this Agreement. During the course of the Placement Agent's engagement with the Company, the Placement Agent may have in its possession material, non-public information regarding other companies that could potentially be relevant to the Company or the transactions contemplated herein but which cannot be shared due to an obligation of confidence to such other companies. As in all matters involving confidential client information, information barriers exist that restrict access to such information within the Placement Agent, except on a need-to-know basis.

(iii) The Placement Agent's research analysts and research department are independent from such Placement Agent's investment banking division and are subject to certain regulations and internal policies. The Placement Agent's research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Company, the transactions contemplated herein or any counterparty thereto that differ from or are inconsistent with the views or advice communicated by the Placement Agent's investment banking divisions.

(k) *Closing.* No Closing shall take place until and unless all the conditions to the Placement Agent's obligations set forth in this Agreement are satisfied. In the event the Offering is terminated for any reason before a Closing takes place, all funds advanced by the prospective Purchasers will be promptly returned without interest.

5. Closing Placement and Fees.

(a) *Closing.*

(i) All Purchasers subscribing for Shares shall be instructed to pay the purchase price for the Shares in accordance with the procedures described in the Securities Purchase Agreement.

(ii) All payments are to be sent to the Escrow Agent. The Escrow Agent will deposit such funds in an account until release of the Shares.

(iii) The closing (the "Closing") of the Offering and the release of the Shares against payment therefor shall take place at the office of Alston & Bird LLP, 1201 West Peachtree Street, Suite 4900, Atlanta, GA, 30309 at 10:00 a.m., Eastern Time, on April 28, 2026, or at such other time or place and on such other date as may be agreed upon by the Company and the Placement Agent (the "Closing Date"). All actions taken at the Closing shall be deemed to have occurred simultaneously. On or before the Closing Date, each Purchaser shall pay by wire transfer of immediately available funds to the Escrow Agent amount equal to the product of (x) the number of Shares such Purchaser has agreed to purchase and (y) the purchase price per Share.

(b) *Conditions to Placement Agent's Obligations.* The obligations of the Placement Agent hereunder are subject to the following conditions:

(i) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct, in all material respects, on the date hereof and on and as of the Closing Date; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(ii) *No Material Adverse Change.* No Material Adverse Event shall have occurred.

(iii) *Lock-Up Agreements.* The Placement Agent shall have received copies of the executed Lock-Up Agreements executed by each person listed on Schedule 1 hereto, and such Lock-Up Agreements shall be in full force and effect on the Closing Date.

(iv) *Opinion and 10b-5 Statement of Counsel for the Company.* Iglar and Pearlman, P.A., counsel for the Company, shall have furnished to the Placement Agent, at the request of the Company, their written opinion and 10b-5 statement, dated as of the Closing Date, and addressed to the Placement Agent, substantially in the form required by the Securities Purchase Agreement.

(v) *No Legal Impediment to Issuance and/or Sale.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Shares by the Company; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Shares by the Company.

(vi) *Good Standing.* The Placement Agent shall have received on and as of the Closing Date satisfactory evidence of the good standing of the Company in its jurisdiction of organization, in writing or any standard form of telecommunication from the appropriate governmental authority of such jurisdiction.

(vii) *Corporation Action.* The Company shall have taken all corporate action necessary in order to permit the valid execution, delivery and performance of this Agreement by the Company, including, without limitation, obtaining the approval of the Company's board of directors for the execution and delivery of this Agreement, the performance by the Company of its obligations hereunder and thereunder and the Offering contemplated hereby.

(viii) *Additional Documents.* On or prior to the Closing Date the Company shall have furnished to the Placement Agent such further certificates and documents as the Placement Agent may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Placement Agent.

(c) *Placement Fees and Expenses.*

(i) As compensation for the Placement Agent's services rendered hereunder, the Company will pay the Placement Agent an aggregate placement fee (the "Placement Fee") equal to six percent (6.0%) of the aggregate gross proceeds from Shares purchased by Purchasers solicited by the Placement Agent in the Offering, provided, however, with respect to proceeds received by the Company from the sale of the Shares to certain investors identified by the Company at or before the time of the Company's acceptance of any such investor's Securities Purchase Agreement, as "friends and family," the Company will pay the Placement Agents two percent (2.0%) of such proceeds received by the Company. The Company agrees that any Placement Fee payable by the Company to the Placement Agent will be in cash, and will be paid out of the escrowed funds held by the Escrow Agent on the Closing Date pursuant to a joint instruction from the Company and the Sales Agent to the Escrow Agent.

(ii) In addition, whether or not a sale of the Shares occurs, the Company shall, upon request and from time to time, reimburse the Placement Agent pursuant to Section 4(d). The provisions of this paragraph are not intended to apply to, and shall not in any way limit or impair, the indemnification and contribution sections included in or incorporated by reference into this Agreement.

6. Termination and Survival. The respective indemnities, agreements, representations, warranties and other statements of the Company and the Placement Agent, as set forth in this Agreement (including Annex A) or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Placement Agent or any controlling person of any Placement Agent, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

7. Indemnification. The Company hereby agrees to indemnify the Placement Agent in accordance with the indemnification provisions set forth as Annex A hereto.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Miscellaneous.

(a) *No Fiduciaries*. Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth herein, the Indemnified Persons (as defined in Annex A hereto), any rights or remedies under or by reason of this Agreement or as a result of the services rendered by the Placement Agent hereunder. The parties acknowledge and agree that the Placement Agent is not acting in a fiduciary capacity with respect to the Company and that the Placement Agent is not assuming any duties or obligations other than those expressly set forth in this Agreement and those required by applicable laws and regulations. The Company further agrees that neither the Placement Agent nor any of their

controlling persons, affiliates, partners, directors, officers, employees or consultants shall have any liability to the Company, or any person asserting claims on behalf of or in right of the Company for any losses, claims, damages, liabilities or expenses arising out of or relating to this Agreement or the services rendered or to be rendered by the Placement Agent hereunder, unless it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted from the gross negligence or willful misconduct of the Placement Agent.

(b) *Successors and Assigns.* The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto. Without limiting the foregoing, the benefits of Annex A shall also inure to the benefit of the other Indemnified Persons (as defined in Annex A hereto). The obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties without the prior written consent of all parties.

(c) *Governing Law and No Trial by Jury.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to any conflict of laws principles. Any dispute arising out of or relating to this Agreement must be brought in, and take place in, the federal court sitting in the Middle District of Florida, which shall be a proper forum and which the Company and the Placement Agent agree has personal jurisdiction for purposes of enforcement of this Agreement. Any right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this Agreement or any conduct in connection with, or matters contemplated by, this Agreement is hereby waived by the parties hereto.

(d) *Notices.* All communications hereunder shall be in writing and, except as otherwise provided herein, will be mailed, delivered or faxed and confirmed as follows:

if to the Company or the Bank:

BayFirst Financial Corp.  
700 Central Avenue  
St. Petersburg, FL 33701  
Attention: Scott McKim, Chief Financial Officer  
Telephone: (727) 440-6848  
Email: scott.mckim@bayfirstfinancial.com

with a copy to (which shall not constitute notice):

Igler & Pearlman, P.A.  
3122 Mahan Drive, Suite 801-180  
Tallahassee, FL 32308  
Attention: Richard Pearlman, Esq.  
Telephone: (850) 878-2411  
Email: Richard.pearlman@iglerlaw.com

and if to the Placement Agent:

Hovde Group, LLC  
1629 Colonial Parkway  
Inverness, IL 60067  
Attention: Michael Hedrei  
Telephone: (203) 405-1221  
Email: MHedrei@hovdegroup.com

with a copy to (which shall not constitute notice):

Alston & Bird LLP  
2200 Ross Ave #2300  
Dallas, TX 75201  
Attention: Mark Kanaly, Esq.  
Telephone: (214) 922-3404  
Email: mark.kanaly@alston.com

(e) *Severability*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(f) *Counterparts*. This Agreement may be executed in any number of counterparts (including by facsimile, email or other electronic delivery of a signature), each of which shall be deemed to be an original and all of which together shall be deemed to be the same Agreement.

(g) *Independent Contractor*. The Placement Agent shall act as an independent contractor and nothing contained herein or otherwise shall be construed to create any partnership or joint venture between the Placement Agent and the Company.

(h) *Headings.* The headings and captions of the various subdivisions of this Agreement are for convenience or reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(i) *Entire Agreement; Engagement Letter.* This Agreement (including the schedules and exhibits hereto), together with the Engagement Letter, constitutes the entire understanding and agreement between the Company and the Placement Agent with respect to the subject matter hereof and supersedes all prior understandings or agreements between the parties with respect thereto, whether oral or written, express or implied. This Agreement, rather than the Engagement Letter, shall govern the compensation payable to Placement Agent in respect of the Offering, but the Engagement Letter shall otherwise remain in full force and effect. The Company further acknowledges and agrees that the Company will engage Placement Agent as its sole sales agent in the Shareholder Offering, and will enter into a separate Placement Agency Agreement in respect of the Shareholder Offering, which will provide, among other things, that Placement Agent will be entitled to a fee equal to 2% of the gross proceeds of the Shareholder Offering.

(j) *Amendments.* Neither this Agreement nor any term hereof may be changed, waived or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver or termination is sought.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

**BAYFIRST FINANCIAL CORP.**

By: \_\_\_  
Anthony Saravanos, Chairman of the Board

Accepted: As of the date first written above

**HOVDE GROUP, LLC**

By: \_\_\_  
Name: Michael Hedrei  
Title: Managing Principal  
Head of Capital Markets

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[Signature Page to Placement Agency Agreement]

## Annex A

(a) **Indemnification of the Placement Agent by the Company.** The Company agrees to indemnify and hold harmless the Placement Agent and its affiliates, selling agents, officers, directors and partners and each person, if any, who controls the Placement Agent within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act as follows: (i) against any and all loss, liability, claim, damage and expense (including, without limitation, any reasonable legal or other expenses incurred in connection with defending or investigating any such action or claim), as incurred, arising out of, or based upon, any untrue statement or alleged untrue statement of a material fact contained in the Transaction Documents, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, or arising out of, or based upon, any untrue statement or alleged untrue statement of a material fact included in any of the Transaction Documents, or the omission or alleged omission in any of the Transaction Documents of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; (ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, based upon any such untrue statement or omission, or any such alleged untrue statement or omission; *provided*, that (subject to Section (c) hereof) any such settlement is effected with the written consent of the Company, not to be unreasonably withheld; and (iii) against any and all expense, as incurred (including the reasonable fees and disbursements of counsel chosen by the Placement Agent, as approved by the Company in its reasonable discretion), reasonably incurred in investigating, preparing or defending against, or appearing as a witness or providing information or documents in connection with any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above.

(b) **Actions against Parties: Notification.** Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this Agreement. In the case of parties indemnified pursuant to this Annex A counsel to the indemnified parties shall be selected by the Placement Agent, as approved by the Company in its reasonable discretion. An indemnifying party may participate in such action and retain its own counsel at its own expense in the defense of any such action; provided, that counsel to the indemnifying party shall not (except with the prior written consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general or related allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or

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compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Annex A (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(c) Settlement without Consent if Failure to Reimburse. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for legal fees and expenses of counsel, as permitted pursuant to this Annex A, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section (a) of this Annex A effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 60 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request and this Annex A, prior to the date of such settlement.

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Schedule 1

Persons Executing Lock-Up Agreements

Derek S. Berset Director  
Mark S. Berset Director  
Dennis R. DeLoach, III Director  
Alexander Harris Director  
Kenneth R. Lehman Proposed Director  
Anthony N. Leo Director  
Scott J. McKim Executive Vice President and Chief Financial Officer  
Robin L. Oliver Director, President and Chief Operating Officer  
Christos Politis, M.D. Director  
Alfred T. Rogers, Jr. Proposed Director, Chief Executive Officer, President  
Anthony Saravanos Director  
Bradly W. Spoor Director  
Sheryl WuDunn Director  
Barbara J. Zipperian Director

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**Schedule 2(f)**  
**Capitalization**

Common Stock

Total Authorized:	15,000,000
Outstanding:	4,108,072
Subject to warrants, options, convertible securities, etc.:	9,656
Reserved for benefit plans and other issuances:	334,663
Remaining authorized but unissued:	10,547,609

Preferred Stock

Total Authorized:	1,000,000
Outstanding:	16,051
Reserved for issuance:	0
Remaining authorized but unissued:	983,949

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In Witness Whereof, I have hereunto set my hand as of the date first written above.

**BAYFIRST FINANCIAL CORP.**

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Name: Scott McKim

Title: Chief Financial Officer

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**Exhibit A**  
**Form of Lock-Up Agreement**  
**See SPA**

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**Exhibit B**

**Form of Legal Opinion and 10b-5 Letter**

**See SPA**

## SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "*Agreement*") is dated as of April 28, 2026, by and among BayFirst Financial Corp., a Florida corporation (the "*Company*"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "*Purchaser*" and collectively, the "*Purchasers*").

### RECITALS

A. The Company and each Purchaser is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "*Securities Act*"), and Rule 506(b) of Regulation D ("*Regulation D*") as promulgated by the United States Securities and Exchange Commission (the "*Commission*") under the Securities Act.

B. Each Purchaser, severally and not jointly, wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, (i) that aggregate number of shares of common stock, no par value per share (the "*Common Stock*"), of the Company, set forth below such Purchaser's name on the signature page of this Agreement (which aggregate amount for all Purchasers together shall be collectively referred to herein as the "*Common Shares*"), and (ii) that aggregate number of shares of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value per share (the "*Series D*"), or Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value per share (the "*Series E*," and together with the Series D, the "*Preferred Stock*") of the Company, set forth below such Purchaser's name on the signature page of this Agreement (which aggregate amount for all Purchasers together shall be collectively referred to herein as the "*Preferred Shares*").

C. The terms of the Series D and Series E are set forth in Exhibits 1-1 and 1-2, respectively (together, the "*Preferred Stock Articles of Amendment*"), and have been made a part of the Company's Articles of Incorporation by filing the Preferred Stock Articles of Amendment with the Florida Department of State (the "*FDS*") on or before the Closing Date.

D. The Common Shares and Preferred Shares and the Underlying Preferred Shares are collectively referred to herein as the "*Shares*".

E. The Shares are sometimes referred to herein as the "*Securities*".

F. The Company has engaged Hovde Group, LLC as its exclusive placement agent (the "*Placement Agent*") for the offering of the Shares on a "best efforts" basis.

1. G. At Closing, the parties hereto shall execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit A (the "*Registration Rights Agreement*"), pursuant to which, among other things, the Company will agree to provide certain registration rights with respect to the Registrable Securities under the Securities Act and the rules and regulations promulgated thereunder and applicable state securities laws.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchasers hereby agree as follows:

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ARTICLE I.

DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 1.1:

“*Affiliate*” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Purchaser will be deemed to be an Affiliate of such Purchaser.

“*Agreement*” has the meaning set forth in the Preamble.

“*Articles Amendment*” has the meaning set forth in Section 3.1(c).

“*Bank*” means BayFirst National Bank, a national banking association and wholly-owned subsidiary of the Company.

“*Bank Reports*” has the meaning set forth in Section 3.1(o)(i).

“*BHC Act*” means the Bank Holding Company Act of 1956, as amended, and the rules and regulations promulgated thereunder.

“*Board of Directors*” means the board of directors of the Company.

“*Business Day*” means any day except Saturday, Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“*CIBC Act*” means the Change in Bank Control Act of 1978, as amended, and the rules and regulations promulgated thereunder.

“*Closing*” means the closing of the purchase and sale of the Common Shares and Preferred Shares pursuant to this Agreement.

“*Closing Date*” means the Trading Day when all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all of the conditions set forth in Sections 2.1, 2.2, 5.1 and 5.2 hereof are satisfied or waived, as the case may be, or such other date as the parties may agree.

“*Commission*” has the meaning set forth in the Recitals.

“*Common Shares*” has the meaning set forth in the Recitals.

“*Common Stock*” has the meaning set forth in the Recitals, and also includes any other class of securities into which the Common Stock may hereafter be reclassified or changed into.

“*Common Stock Equivalents*” means any securities of the Company or any Subsidiary which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock or other securities that entitle the holder to receive, directly or indirectly, Common Stock.

“*Common Stock Purchase Price*” means \$3.50 per share of Common Stock.

“*Company*” has the meaning set forth in the Preamble.

“*Company Counsel*” means Iglar & Pearlman P.A., with offices located at 3122 Mahan Drive, Suite 801-180, Tallahassee, Florida 32308.

“*Company Deliverables*” has the meaning set forth in [Section 2.2\(a\)](#).

“*Company Indemnified Party*” has the meaning set forth in [Section 4.8\(b\)](#).

“*Company’s Knowledge*” means with respect to any statement made to the Company’s Knowledge, that the statement is based upon the actual knowledge of the executive officers of the Company having responsibility for the matter or matters that are the subject of the statement.

“*Control*” (including the terms “controlling”, “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Securities, by contract or otherwise.

“*Conversion*” has the meaning set forth in [Section 3.1\(c\)](#).

“*Covered Person*” has the meaning set forth in [Section 3.1\(cc\)](#).

“*Disclosure Materials*” has the meaning set forth in [Section 3.1\(h\)](#).

“*Disclosure Schedules*” has the meaning set forth in [Section 3.1](#).

“*Disqualification Events*” has the meaning set forth in [Section 3.1\(cc\)](#).

“*DTC*” has the meaning set forth in [Section 4.1\(c\)](#).

“*Effective Date*” means the date on which the initial Registration Statement required by Section 2(a) of the Registration Rights Agreement is first declared effective by the Commission.

“*Environmental Laws*” has the meaning set forth in [Section 3.1\(cc\)](#).

“*Evaluation Date*” has the meaning set forth in [Section 3.1\(u\)](#).

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"Exchange Agreement" means the exchange agreement in the form attached hereto as Exhibit I, to be dated as of the Closing Date, between the Company and the Lead Investor (and any Affiliates of the Lead Investor acquiring Series E Preferred Stock).

"FDS" has the meaning set forth in the Recitals.

"Federal Reserve" means the Board of Governors of the Federal Reserve System.

"GAAP" means U.S. generally accepted accounting principles, as applied by the Company.

"Indemnified Person" has the meaning set forth in Section 4.8(c).

"Indemnifying Person" has the meaning set forth in Section 4.8(c).

"Intellectual Property Rights" has the meaning set forth in Section 3.1(g).

"Irrevocable Transfer Agent Instructions" means, with respect to the Company, the Irrevocable Transfer Agent Instructions, in the form of Exhibit D, executed by the Company and delivered to and acknowledged in writing by the Transfer Agent.

"Issuance Approval" has the meaning set forth in Section 3.1(e).

"Lead Investor" means Kenneth R. Lehman.

"Legend Removal Date" has the meaning set forth in Section 4.1(c).

"Lien" means any lien, charge, claim, encumbrance, security interest, right of first refusal, preemptive right or other restrictions of any kind.

"Losses" has the meaning set forth in Section 4.8(a).

"Material Adverse Effect" means a material adverse effect on the results of operations, assets, business or financial condition of the Company and the Subsidiaries, taken as a whole, except that any of the following, either alone or in combination, shall not be deemed a Material Adverse Effect: (i) effects resulting from changes or circumstances affecting general political, economic or market conditions in the United States or which are generally applicable to the industry in which the Company operates, (ii) effects resulting from changes or circumstances affecting generally the industries or markets in which the Company operates, (iii) effects resulting from acts of war, sabotage or terrorism, military actions or the escalation thereof, natural disasters, or any epidemic, pandemic, outbreak of disease or other public health event, (iv) effects of any changes in applicable laws or accounting rules or principles, including changes in GAAP, (v) a decline in the trading price of the Common Stock or the Company's failure, in and of itself, to meet earnings projections or internal financial forecasts, but not, in either case, including any underlying causes thereof; (vi) effects resulting from or relating to the announcement or disclosure of the sale of the Securities or other transactions contemplated by this Agreement, or (vii) the taking of any action in accordance with this Agreement (except, with respect to clauses (i), (ii), (iii), or (iv), to the extent that such changes, circumstances or effects have a disproportionate effect on the Company compared to other participants in the industries or markets in which the Company operates).

“*Material Contract*” means any contract of the Company that has been filed or was required to have been filed as an exhibit to the SEC Reports pursuant to Item 601(b)(4) or Item 601(b)(10) of Regulation S-K.

“*Material Permits*” has the meaning set forth in [Section 3.1\(f\)](#).

“*Materially Burdensome Regulatory Condition*” has the meaning set forth in [Section 4.13](#).

“*Minimum Ownership Interest*” has the meaning set forth in [Section 4.20\(a\)](#).

“*New York Courts*” means the state and federal courts sitting in the City of New York, Borough of Manhattan.

“*New Security*” has the meaning set forth in [Section 4.16\(a\)](#).

“*Nonvoting Securities*” shall have the meaning ascribed to such term in 12 C.F.R. § 225.2.

“*OFAC*” has the meaning set forth in [Section 3.1\(i\)](#).

“*Offering*” has the meaning set forth in [Section 4.16\(b\)](#).

“*Outside Date*” means the third (3rd) day following the date of this Agreement.

“*Person*” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

“*Placement Agent*” has the meaning set forth in the Recitals.

“*Preferred Shares*” has the meaning set forth in the Recitals.

“*Preferred Stock*” has the meaning set forth in the Recitals.

“*Preferred Stock Articles of Amendment*” has the meaning set forth in the Recitals.

“*Preferred Stock Purchase Price*” means \$10,000 per share of Preferred Stock.

“*Press Release*” has the meaning set forth in [Section 4.5](#).

“*Principal Trading Market*” means the Trading Market on which the Common Stock is primarily listed on and quoted for trading, which, as of the date of this Agreement and the Closing Date, shall be the NASDAQ Capital Market.

“*Proceeding*” means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition) before or by any federal, state, county, local or foreign court, arbitrator, governmental or administrative agency, regulatory authority, stock market, stock exchange or trading facility.

“*Proxy Statement*” has the meaning set forth in [Section 4.19\(a\)](#).

“*Purchaser*” or “*Purchasers*” has the meaning set forth in the Recitals.

“*Purchaser Deliverables*” has the meaning set forth in [Section 2.2\(b\)](#).

“*Purchaser Indemnified Party*” has the meaning set forth in [Section 4.8\(a\)](#).

“*Registrable Securities*” has the meaning ascribed to such term in the Registration Rights Agreement.

“*Registration Rights Agreement*” has the meaning set forth in the Recitals.

“*Registration Statement*” means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Purchasers of the Registrable Securities.

“*Regulation D*” has the meaning set forth in the Recitals.

“*Regulatory Approvals*” has the meaning set forth in [Section 4.13](#).

“*Required Approvals*” has the meaning set forth in [Section 3.1\(c\)](#).

“*Rule 144*” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*SEC Reports*” has the meaning set forth in [Section 3.1\(h\)](#).

“*Secretary’s Certificate*” has the meaning set forth in [Section 2.2\(a\)\(vii\)](#).

“*Securities Act*” has the meaning set forth in the Recitals.

“*Series D*” has the meaning set forth in the Recitals.

“*Series E*” has the meaning set forth in the Recitals.

“*Shares*” has the meaning set forth in the Recitals.

“*Short Sales*” include, without limitation, (i) all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, “put equivalent positions” (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or foreign regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

“*Solicitor*” has the meaning set forth in [Section 3.1\(cc\)](#).

“*Stockholder Approvals*” has the meaning set forth in [Section 3.1\(c\)](#).

“*Stockholder Meeting*” has the meaning set forth in [Section 4.19\(a\)](#).

“*Subscription Amount*” means, with respect to each Purchaser, the aggregate amount to be paid for the Common Shares and the Preferred Shares purchased hereunder as indicated on such Purchaser’s signature page to this Agreement next to the heading “Aggregate Purchase Price (Subscription Amount)” in United States dollars and in immediately available funds.

“*Subsidiary*” means any subsidiary of the Company as set forth in the SEC Reports, and shall, where applicable, include any subsidiary of the Company formed or acquired after the date hereof.

“*Threshold Amount*” has the meaning set forth in [Section 4.8\(a\)](#).

“*Trading Affiliate*” has the meaning set forth in [Section 3.2\(h\)](#).

“*Trading Day*” means (i) a day on which the Common Stock is listed or quoted and traded on its Principal Trading Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed on a Trading Market (other than the OTC Bulletin Board), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported in the “pink sheets” by Pink Sheets LLC (or any similar organization or agency succeeding to its functions of reporting prices); *provided*, that in the event that the Common Stock is not listed or quoted as set forth in (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

“*Trading Market*” means whichever of the New York Stock Exchange, the NYSE American, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

“*Transaction Documents*” means this Agreement, the schedules and exhibits attached hereto, the Registration Rights Agreement, the Irrevocable Transfer Agent Instructions, the Preferred Stock Articles of Amendment, the Exchange Agreement and any other documents or agreements explicitly contemplated hereunder.

“*Transfer Agent*” means Continental Stock Transfer & Trust, the current transfer agent of the Company, with a mailing address of 1 State Street, 30th Floor, New York, NY 10004-1561, or any successor transfer agent for the Company.

“*Underlying Preferred Shares*” means the shares of Common Stock issued upon conversion of the Preferred Shares.

“*Voting Securities*” shall have the meaning ascribed to such term in 12 C.F.R. § 225.2.

## ARTICLE II.

## PURCHASE AND SALE

### 2.1 Closing.

(a) Amount. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Company shall issue and sell to each Purchaser, and each Purchaser shall, severally and not jointly, purchase from the Company, (i) at the Common Stock Purchase Price such number of shares of

Common Stock set forth on the Purchaser's signature page hereto, and (ii) at the Preferred Stock Purchase Price such number of shares of Preferred Stock set forth on the Purchaser's signature page hereto.

(b) Closing. The Closing of the purchase and sale of the Common Shares and Preferred Shares shall take place at such locations or remotely by facsimile transmission or other electronic means as the parties may mutually agree. Subject to the satisfaction or waiver of the conditions set forth in this Agreement, the closing of the purchase and sale of the Common Shares and Preferred Shares shall occur at 5:00 p.m, New York City time, on April 28, 2026, *provided* that if such conditions have not been so satisfied or waived on such date, the Closing shall occur on the first Business Day after the satisfaction or waiver (by the party entitled to grant such waiver) of the conditions to the Closing set forth in this Agreement (other than those conditions that by their nature are to be satisfied at the Closing, but subject to fulfillment or waiver of those conditions).

(c) Form of Payment. Except as may otherwise be agreed to among the Company and one or more of the Purchasers, on or prior to the Business Day immediately prior to the Closing Date, each Purchaser shall wire to the Company its Subscription Amount, in United States dollars and in immediately available funds, in accordance with the Company's written wire transfer instructions. On the Closing Date, (a) the Company shall irrevocably instruct the Transfer Agent to deliver to each Purchaser one or more stock certificates (or, if the Company and such Purchaser so agree, non-certificated shares of Common Stock), free and clear of all restrictive and other legends (except as expressly provided in Section 4.1(b) hereof), evidencing the number of Common Shares such Purchaser is purchasing as is set forth on such Purchaser's signature page to this Agreement, within three (3) Trading Days after the Closing, and (b) the Company shall irrevocably instruct the Transfer Agent to deliver to each Purchaser one or more stock certificates (or, if the Company and such Purchaser so agree, non-certificated shares of Preferred Stock), free and clear of all restrictive and other legends (except as expressly provided in Section 4.1(b) hereof), evidencing the number of Preferred Shares such Purchaser is purchasing as is set forth on such Purchaser's signature page to this Agreement, within three (3) Trading Days after the Closing.

2.2 Closing Deliveries. (a) On or prior to the Closing, the Company shall issue, deliver or cause to be delivered to each Purchaser the following (the "Company Deliverables"):

(i) this Agreement, duly executed by the Company;

(ii) facsimile copies or other evidence reasonably satisfactory to the Purchaser of (x) one or more stock certificates (or, if the Company and such Purchaser so agree, non-certificated shares of Common Stock), free and clear of all restrictive and other legends (except as provided in Section 4.1(b) hereof), evidencing the Common Shares subscribed for by such Purchaser hereunder, registered in the name of such Purchaser as set forth on the Stock Certificate Questionnaire included as Exhibit B-2 hereto, and (y) one or more stock certificates (or, if the Company and such Purchaser so agree, non-certificated shares of Preferred Stock), free and clear of all restrictive and other legends (except as provided in Section 4.1(b) hereof), evidencing the Preferred Shares subscribed for by such Purchaser hereunder, registered in the name of such Purchaser, in either case of (x) or (y) with the original stock certificates, if any, to be delivered within three (3) Trading Days of Closing;

(iii) a legal opinion of Company Counsel, dated as of the Closing Date and substantially in the form attached hereto as Exhibit C, executed by such counsel and addressed to the Purchasers and the Placement Agent;

(iv) the Registration Rights Agreement, duly executed by the Company;

(v) duly executed Irrevocable Transfer Agent Instructions acknowledged in writing by the Transfer Agent instructing the Transfer Agent to deliver, on an expedited basis, certificates evidencing the Common Shares and the Preferred Shares acquired by such Purchaser as set forth on such Purchaser's signature page hereto (or, if the Company and Purchaser so agree, evidence of shares in uncertificated book-entry form), registered in the name of such Purchaser;

(vi) a certificate of the Secretary of the Company (the "*Secretary's Certificate*"), dated as of the Closing Date, (a) certifying the resolutions adopted by the Board of Directors of the Company or a duly authorized committee thereof approving the transactions contemplated by this Agreement and the other Transaction Documents and the issuance of the Securities, (b) certifying the current versions of the certificate or articles of incorporation, as amended (including the Preferred Stock Articles of Amendment), and bylaws of the Company and (c) certifying as to the signatures and authority of persons signing the Transaction Documents and related documents on behalf of the Company, in the form attached hereto as Exhibit E;

(vii) the Compliance Certificate referred to in Section 5.1(k);

(viii) a Lock-Up Agreement, substantially in the form of Exhibit G hereto (the "*Lock-Up Agreement*") executed by each person listed on Exhibit H hereto, and each such Lock-Up Agreement shall be in full force and effect on the Closing Date;

(ix) a certificate evidencing the existence and good standing of the Company issued by the FDS, as of a date within three (3) Business Days of the Closing Date;

(x) a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company is qualified to do business as a foreign corporation, as of a date within three (3) Business Days of the Closing Date; and

(xi) a certified copy of the certificate or articles of incorporation, as certified by the FDS, as of a date within three (3) Business Days of the Closing Date.

(a) On or prior to the Closing, each Purchaser shall deliver or cause to be delivered to the Company the following (the "*Purchaser Deliverables*"):

(i) this Agreement, duly executed by such Purchaser;

(ii) its Subscription Amount, in United States dollars and in immediately available funds, in the amount set forth below such Purchaser's name on the applicable signature page hereto under the heading "Aggregate Purchase Price (Subscription Amount)", by wire transfer in accordance with the Company's written instructions;

(iii) the Registration Rights Agreement, duly executed by such Purchaser;

(iv) a fully completed and duly executed Selling Stockholder Questionnaire in the form attached as Annex B to the Registration Rights Agreement; and

(v) a fully completed and duly executed Accredited Investor Questionnaire, satisfactory to the Company, and Stock Certificate Questionnaire in the forms attached hereto as Exhibits B-1 and B-2, respectively.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except (i) as set forth in the schedules delivered herewith (the "*Disclosure Schedules*"), which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, or (ii) disclosed in the SEC Reports, the Company hereby represents and warrants as of the date hereof and the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date), to each of the Purchasers and to the Placement Agent:

(a) Subsidiaries. The Company has no direct or indirect Subsidiaries other than those listed in the SEC Reports. Except as disclosed in the SEC Reports, the Company owns, directly or indirectly, all of the capital stock or comparable equity interests of each Subsidiary free and clear of any and all Liens, and all the issued and outstanding shares of capital stock or comparable equity interest of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification.

(i) The Company and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite corporate power and authority to own or lease and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company and each of its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in a Material Adverse Effect, and no Proceeding has been instituted, is pending, or, to the Company's Knowledge, has been threatened in writing in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(ii) The Company is duly registered as a bank holding company under the BHC Act. The Bank is a national banking association chartered under the laws of the United States and a direct, wholly-owned subsidiary of the Company. The deposit accounts of the Bank are insured up to applicable limits by the Federal Deposit Insurance Corporation, and all premiums and assessments required to be paid in connection therewith have been paid when due.

(c) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into the Transaction Documents and to establish and issue the Preferred Stock and, subject to obtaining the Stockholder Approvals, to consummate the transactions contemplated by each of the Transaction Documents to which it is a party and otherwise to carry out its obligations

hereunder and thereunder. The Company's execution and delivery of each of the Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby (including, but not limited to, the issuance, sale and delivery of the Common Shares and Preferred Shares and the reservation for issuance and the subsequent issuance of the Underlying Preferred Shares upon conversion (the "Conversion") of Preferred Stock into Common Stock) have been duly authorized by all necessary corporate action on the part of the Company, and no further corporate action is required by the Company, its Board of Directors or its stockholders in connection therewith, other than in connection with the Required Approvals and the receipt of requisite approvals by the Company's stockholders of (i) an amendment to the Company's articles of incorporation to increase the number of authorized shares of Common Stock to at least 100,000,000 shares or such other amount as the Board of Directors determines in its reasonable judgment is necessary to effectuate the transactions contemplated by the Transaction Documents (the "Articles Amendment") and (ii) the issuance of the Securities pursuant to the Transaction Documents pursuant to applicable listing standards of the NASDAQ Capital Market (the "Issuance Approval" and, the requisite stockholder approvals of the proposals described in clauses (i) and (ii), the "Stockholder Approvals"). Each of the Transaction Documents to which it is a party has been (or upon delivery will have been) duly executed by the Company and is, or when delivered in accordance with the terms hereof, will constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (A) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application, (B) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (C) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of the Transaction Documents to which it is a party and the consummation by the Company of the transactions contemplated hereby or thereby (including, without limitation, the issuance of the Common Shares and Preferred Shares and the reservation for issuance and issuance of the Underlying Preferred Shares) do not and will not (i) subject to the Stockholder Approvals, conflict with or violate any provisions of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or otherwise result in a violation of the organizational documents of the Company, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would result in a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Material Contract, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations and the rules and regulations, assuming the correctness of the representations and warranties made by the Purchasers herein, of any self-regulatory organization to which the Company or its securities are subject, including all applicable Trading Markets), or by which any property or asset of the Company or a Subsidiary is bound or affected, except in the case of clauses (ii) and (iii) such as would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. Neither the Company nor any of its Subsidiaries is required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents (including the issuance of the Securities), other than (i) the filing with the

Commission of a proxy statement (including any amendments or supplements thereto) and other proxy solicitation materials of the Company relating to the Stockholder Approvals and such other filings and reports as required pursuant to the applicable requirements of the Exchange Act, (ii) the filing of any requisite notices and/or application(s) to the Principal Trading Market for the issuance and sale of the Securities and the listing of the Common Shares and the Underlying Preferred Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby; (iii) the filing of an articles of amendment to the Company's articles of incorporation with, and the issuance of a certificate of amendment by, the FDS to effect the Articles Amendment, (iv) the filing of a Notice of Change in Director or Senior Executive Officer with the Federal Reserve and the Office of the Comptroller of the Currency with respect to any board representative appointed pursuant to Section 4.21 of this Agreement, (v) the filings required in accordance with Section 4.5 of this Agreement, (vi) filings required by applicable state securities laws, (vii) the filing of a Notice of Exempt Offering of Securities on Form D with the Commission under Regulation D promulgated under the Securities Act, (viii) the filing with the Commission of one or more Registration Statements in accordance with the requirements of the Registration Rights Agreement, and (ix) those that have been made or obtained prior to the date of this Agreement (collectively, the "Required Approvals").

(f) Issuance of the Securities. The Common Shares and Preferred Shares have been duly authorized and when issued and paid for in accordance with the terms of the Transaction Documents, will be duly and validly issued, fully paid and nonassessable and free and clear of all Liens, other than restrictions on transfer provided for in the Transaction Documents or imposed by applicable securities laws, and shall not be subject to preemptive or similar rights. Subject to the Stockholder Approvals, the Underlying Preferred Shares issuable upon Conversion of the Preferred Stock have been duly authorized and, when issued and paid for in accordance with the terms of the Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens, other than restrictions on transfer provided for in the Transaction Documents or imposed by applicable securities laws, and shall not be subject to preemptive or similar rights of stockholders. Assuming the accuracy of the representations and warranties of the Purchasers in this Agreement, the Securities will be issued in compliance with all applicable federal and state securities laws.

(g) Capitalization. As of the date hereof, the number of shares and type of all authorized, issued and outstanding capital stock, options and other securities of the Company (whether or not presently convertible into or exercisable or exchangeable for shares of capital stock of the Company) is set forth in Schedule 3.1(g) hereto. The Company has not issued any capital stock since the date of its most recently filed SEC Report other than to reflect stock option and warrant exercises that do not, individually or in the aggregate, have a material effect on the issued and outstanding capital stock, options and other securities. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents that have not been effectively waived as of the Closing Date. Except as set forth on Schedule 3.1(g) or a result of the purchase and sale of the Shares, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Common Shares and Preferred Shares will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and nonassessable, have been issued in

compliance with all applicable federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the Company's Knowledge, between or among any of the Company's stockholders.

(h) SEC Reports; Disclosure Materials. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, as and if amended, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "*SEC Reports*", and the SEC Reports, together with the Disclosure Schedules, being collectively referred to as the "*Disclosure Materials*") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension, except where the failure to file on a timely basis would not have or reasonably be expected to result in a Material Adverse Effect (including, for this purpose only, any failure to qualify to register the Common Shares and Underlying Preferred Shares for resale on Form S-3 or which would prevent any Purchaser from using Rule 144 to resell any Securities). As of their respective filing dates, or to the extent corrected by a subsequent restatement, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. Each of the Material Contracts to which the Company or any Subsidiary is a party or to which the property or assets of the Company or any of its Subsidiaries are subject has been filed as an exhibit to the SEC Reports.

(i) Financial Statements. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement). Such financial statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated subsidiaries taken as a whole as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial year-end audit adjustments.

(j) Material Changes. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof, (i) there have been no events, occurrences or developments that have had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered materially its method of accounting or the manner in which it keeps its accounting books and records, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased,

redeemed or made any agreements to purchase or redeem any shares of its capital stock (other than in connection with repurchases of invested stock issued to employees of the Company), and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except Common Stock issued in the ordinary course as dividends on outstanding preferred stock or issued pursuant to existing Company equity compensation plans or stock purchase plans or executive and director compensation arrangements disclosed in the SEC Reports. Except for the issuance of the Shares contemplated by this Agreement, no event, liability or development has occurred or exists with respect to the Company or its Subsidiaries or their respective business, properties, operations or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made. Other than consummation of this Offering, no conditions remain outstanding to the appointment of Albert T. Rogers, Jr. as Chief Executive Officer of the Bank, and to the Bank Board.

(k) Litigation. There is no Proceeding pending or, to the Company's Knowledge, threatened, against the Company, any Subsidiary or any of their respective properties or, to the Company's Knowledge, against any officer, director or employee of the Company or any Subsidiary acting in his or her capacity as such which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) except as specifically disclosed in the SEC Reports, would, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor to the Company's Knowledge any director or officer thereof, is or has been the subject of any Proceeding involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the Company's Knowledge there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any of its Subsidiaries under the Exchange Act or the Securities Act.

(l) Employment Matters. No material labor dispute exists or, to the Company's Knowledge, is imminent with respect to any of the employees of the Company which would have or reasonably be expected to result in a Material Adverse Effect. None of the Company's or any Subsidiary's employees is a member of a union that relates to such employee's relationship with the Company, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and each Subsidiary believes that its relationship with its employees is good. No executive officer of the Company (as defined in Rule 501(f) of the Securities Act) has notified the Company or any such Subsidiary that such officer intends to leave the Company or any such Subsidiary or otherwise terminate such officer's employment with the Company or any such Subsidiary. To the Company's Knowledge, no executive officer, is, or is now expected to be, in violation of any term of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of a third party, and to the Company's Knowledge, the continued employment of each such executive officer does not subject the Company or any Subsidiary to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(m) Compliance. Subject to Section 6.3, neither the Company nor any of its Subsidiaries (i) is in default under or in violation of (and no event has occurred that has not been waived

that, with notice or lapse of time or both, would result in a default by the Company or any of its Subsidiaries under), nor has the Company or any of its Subsidiaries received written notice of a claim that it is in default under or that it is in violation of, any Material Contract (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body having jurisdiction over the Company or its properties or assets, or (iii) is in violation of, or in receipt of written notice that it is in violation of, any statute, rule or regulation of any governmental authority applicable to the Company, except in each case as would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(n) Regulatory Permits. The Company and each of its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its respective business as currently conducted and as described in the SEC Reports, except where the failure to possess such permits, individually or in the aggregate, has not and would not have or reasonably be expected to result in a Material Adverse Effect (“*Material Permits*”), and neither the Company nor any of its Subsidiaries has received any notice of Proceedings relating to the revocation or modification of any such Material Permits.

(o) Bank Regulatory Matters.

(i) The Company and each of its Subsidiaries have filed all reports, forms, correspondence, registrations and statements, together with any amendments required to be made with respect thereto (the “*Bank Reports*”), that they were required to file in the two years preceding the date hereof with the Federal Reserve, the Office of the Comptroller of the Currency, the Division of Financial Institutions of the Florida Office of Financial Regulation and any other federal, state or foreign governmental or regulatory agency or authority having jurisdiction over the Company or any of its Subsidiaries, including any Bank Report required to be filed pursuant to the laws of the United States or any state or the rules or regulations of any such governmental authority, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file such Bank Report or to pay such fees and assessments, would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(ii) The Disclosure Materials describe all regulatory enforcement actions to which the Company or any of its Subsidiaries is subject.

(iii) Except in connection with the bank examination process conducted by bank regulatory authorities having jurisdiction over the Company or any of its Subsidiaries, (A) there is no pending Proceeding before, or, to the Company’s Knowledge, examination or investigation by, any governmental authority into the business or operations of the Company or any of its Subsidiaries since January 1, 2022, except where such proceedings or investigations would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) there is no unresolved violation, criticism or exception by any governmental authority with respect to any Bank Report or statement relating to any examination or inspection of the Company or any of its Subsidiaries which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect and (C) there are no unresolved inquiries by, or disagreements or disputes with, any governmental authority with respect to the business, operations, policies or procedures of the Company or any of its Subsidiaries since January 1, 2022 which, in the case of any of (A), (B), or (C), would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(iv) Except as disclosed in Schedule 3.1(a)(iv) hereto, neither the Company nor any of its Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement or consent agreement with, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, any bank regulatory authorities having jurisdiction over the Company or any of its Subsidiaries that would give rise to a Material Adverse Effect. There is no pending, or the Company's Knowledge, threatened regulatory enforcement action against the Company or any of its Subsidiaries beyond the existing enforcement actions set forth in Schedule 3.1(a)(iv) hereto.

(p) Title to Assets. The Company and its Subsidiaries have good and marketable title in fee simple to all real property owned by them. The Company and its Subsidiaries have good and marketable title to all tangible personal property owned by them that is material to the business of the Company and its Subsidiaries, taken as whole, in each case free and clear of all Liens except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and any of its Subsidiaries. Any real property and facilities held under lease by the Company and any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

(q) Patents and Trademarks. To the Company's Knowledge, the Company and the Subsidiaries own, possess, license or have other rights to use, all patents, patent applications, trade and service marks, trade and service mark applications and registrations, trade names, trade secrets, inventions, copyrights, licenses, technology, know-how and other intellectual property rights and similar rights described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have would have or reasonably be expected to result in a Material Adverse Effect (collectively, the "*Intellectual Property Rights*"). Neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. There is no pending or, to the Company's Knowledge, threatened action, suit, proceeding or claim by any Person that the Company's business as now conducted infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of another. To the Company's Knowledge, there is no existing infringement by another Person of any of the Intellectual Property Rights that would have or would reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their Intellectual Property Rights, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) Insurance. The Company and each of the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company believes to be prudent and customary in the businesses and locations in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor any of its Subsidiaries has received any notice of cancellation of any such insurance, nor, to the Company's Knowledge, will it or any Subsidiary be unable to renew their respective existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(s) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the Company's Knowledge, none of the employees of the Company is presently a party to any transaction with the Company or any

Subsidiary (other than for services as employees, officers and directors or loans made in compliance with Federal Reserve Regulation O in the ordinary course of the Bank's business), that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act.

(t) **Internal Accounting Controls.** The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any differences.

(u) **Sarbanes-Oxley; Disclosure Controls.** The Company is in compliance in all material respects with all of the provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. The Company has established disclosure controls and procedures (as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(v) **Certain Fees.** No person or entity will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or a Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company, other than the Placement Agent with respect to the offer and sale of the Common Shares and Preferred Shares (which placement agent fees are being paid by the Company). The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this paragraph (u) that may be due in connection with the transactions contemplated by the Transaction Documents. The Company shall indemnify, pay, and hold each Purchaser harmless against, any liability, loss or expense (including, without limitation, attorneys' fees and out-of-pocket expenses) arising in connection with any such right, interest or claim.

(w) **Private Placement.** Assuming the accuracy of the Purchasers' representations and warranties set forth in [Section 3.2](#) of this Agreement and the accuracy of the information disclosed in the Accredited Investor Questionnaires provided by the Purchasers, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchasers under the Transaction Documents. Subject to the Required Approvals and the Stockholder Approvals, the issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

(x) Investment Company. The Company is not, and immediately after receipt of payment for the Common Shares and Preferred Shares, will not be or be an “investment company” within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become subject to the Investment Company Act of 1940, as amended.

(y) Registration Rights. Other than each of the Purchasers, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company other than those securities which are currently registered on an effective registration statement on file with the Commission.

(z) Listing and Maintenance Requirements. The Company’s Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to terminate the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the twelve (12) months preceding the date hereof, received written notice from any Trading Market on which the Common Stock is listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is in compliance with all listing and maintenance requirements of the Principal Trading Market on the date hereof. The execution and delivery of this Agreement by the Company and performance by the Company of the transactions contemplated by this Agreement is in compliance with all listing and maintenance requirements of the Principal Trading Market on the date hereof, and the Primary Trading Market has not provided any written notice to the effect that the Company’s execution and delivery of this Agreement or the performance by the Company of the transactions contemplated by this Agreement would not be in compliance with all listing and maintenance requirements of the Principal Trading Market.

(aa) Application of Takeover Protections; Rights Agreements. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company’s charter documents or the laws of its state of incorporation that is or could reasonably be expected to become applicable to any of the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including, without limitation, the Company’s issuance of the Securities hereunder. Without limiting the foregoing, there will be no limitations upon voting the Shares by any Purchaser imposed by applicable state laws.

(ab) No Integrated Offering. Assuming the accuracy of the Purchasers’ representations and warranties set forth in Section 3.2, none of the Company, its Subsidiaries nor, to the Company’s Knowledge, any of its Affiliates or any Person acting on its behalf has, directly or indirectly, at any time within the past six (6) months, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Securities as contemplated hereby or (ii) cause the offering of the Securities pursuant to the Transaction Documents to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions, including, without limitation, under the rules and regulations of any Trading Market on which any of the securities of the Company are listed or designated.

(ac) No “Bad Actor” Disqualification. The Company has exercised reasonable care, in accordance with Commission rules and guidance, and has conducted a factual inquiry including the procurement of relevant questionnaires from each Covered Person or other means, the nature and scope of which reflect reasonable care under the relevant facts and circumstances, to determine whether any Covered Person is subject to any of the “bad actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (“*Disqualification Events*”). To the Company’s Knowledge, after conducting such sufficiently diligent factual inquiries, no Covered Person is subject to a Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. “*Covered Persons*” are those persons specified in Rule 506(d)(1) under the Securities Act, including the Company; any predecessor or affiliate of the Company; any director, executive officer, other officer participating in the offering, general partner or managing member of the Company; any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power; any promoter (as defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of the sale of the Common Shares or the Preferred Shares; and any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Securities (a “*Solicitor*”), any general partner or managing member of any Solicitor, and any director, executive officer or other officer participating in the offering of any Solicitor or general partner or managing member of any Solicitor.

(ad) Tax Matters. The Company and each of its Subsidiaries (i) has accurately and timely prepared and filed all foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith, with respect to which adequate reserves have been set aside on the books of the Company and (iii) has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, except, in the case of clauses (i) and (ii) above, where the failure to so pay or file any such tax, assessment, charge or return would not have or reasonably be expected to result in a Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the Company or any of its Subsidiaries by the taxing authority of any jurisdiction. Since December 31, 2022 through the Closing Date the Company has not experienced, and the transactions contemplated by this Agreement will not cause the Company to experience, an “ownership change” for purposes of Section 382 of the Code.

(ae) Environmental Matters. To the Company’s Knowledge, neither the Company nor any of its Subsidiaries (i) is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, “*Environmental Laws*”), (ii) owns or operates any real property contaminated with any substance that is in violation of any Environmental Laws, (iii) is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or (iv) is subject to any claim relating to any Environmental Laws; which violation, contamination, liability or claim has had or would have, individually or in the aggregate, a Material Adverse Effect; and there is no pending investigation or, to the Company’s Knowledge, investigation threatened in writing that might lead to such a claim.

(af) No General Solicitation. Neither the Company nor, to the Company's Knowledge, any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising.

(ag) Foreign Corrupt Practices. Neither the Company, nor to the Company's Knowledge, any agent or other person acting on behalf of the Company, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(ah) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company (or any Subsidiary) and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in SEC Reports and is not so disclosed and would have or reasonably be expected to result in a Material Adverse Effect.

(ai) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby is merely incidental to the Purchasers' purchase of the Securities. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(aj) Regulation M Compliance. The Company has not, and to the Company's Knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the securities of the Company or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Placement Agent in connection with the placement of the Shares.

(ak) PFIC. Neither the Company nor any Subsidiary is or intends to become a "passive foreign investment company" within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended.

(al) OFAC. Neither the Company nor any Subsidiary nor, to the Company's Knowledge, any director, officer, agent, employee, Affiliate or Person acting on behalf of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person or entity, towards any sales or operations in Cuba,

Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

(am) Shell Company. The Company is not, and was not in the past, an “ineligible issuer” (as defined in Rule 405 promulgated under the Securities Act).

(an) No Additional Agreements. The Company does not have any agreement or understanding with any Purchaser with respect to the transactions contemplated by the Transaction Documents other than as specified in the Transaction Documents.

3.2 Representations and Warranties of the Purchasers. Each Purchaser hereby, for itself and for no other Purchaser, represents and warrants as of the date hereof and as of the Closing Date to the Company and the Placement Agent as follows:

(a) Organization; Authority. If such Purchaser is an entity, (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite corporate, limited liability company or partnership power and authority to enter into and to consummate the transactions contemplated by the applicable Transaction Documents and otherwise to carry out its obligations hereunder and thereunder, and (ii) the execution and delivery of this Agreement by such Purchaser and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or, if such Purchaser is not a corporation, such partnership, limited liability company or other applicable like action, on the part of such Purchaser. If such Purchaser is not an entity, such Purchaser has all requisite capacity to enter into and consummate the transactions contemplated hereby, and no further consent or authorization is required by the Purchaser in connection with the execution, delivery and performance by such Purchaser of the transactions contemplated by the applicable Transaction Documents to which it is a party and this Agreement. Each Transaction document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors’ rights and remedies or by other equitable principles of general application.

(b) No Conflicts; Consents. The execution, delivery and performance by such Purchaser of this Agreement and the Registration Rights Agreement and the consummation by such Purchaser of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Purchaser (if such Purchaser is an entity), (ii) subject to the Regulatory Approvals, conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Purchaser is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Purchaser to perform its obligations hereunder. The Purchaser is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Purchaser of the Transaction Documents and the transactions contemplated thereby (including the purchase of the Securities), other than the Regulatory Approvals.

(c) Investment Intent. Such Purchaser understands that the Securities are “restricted securities” and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Common Shares and Preferred Shares, and, upon Conversion of Preferred Stock into Common Stock, will acquire the Underlying Preferred Shares issuable upon conversion thereof, in each case as principal for its own account and not with a view to, or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities laws, *provided, however*, that by making the representations herein, such Purchaser does not agree to hold any of the Securities for any minimum period of time and reserves the right, subject to the provisions of this Agreement and the Registration Rights Agreement, at all times to sell or otherwise dispose of all or any part of such Securities pursuant to an effective registration statement under the Securities Act or under an exemption from such registration and in compliance with applicable federal and state securities laws. Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business. Such Purchaser does not presently have any agreement, plan or understanding, directly or indirectly, with any Person to distribute or effect any distribution of any of the Securities (or any securities which are derivatives thereof) to or through any person or entity; such Purchaser is not a registered broker-dealer under Section 15 of the Exchange Act or an entity engaged in a business that would require it to be so registered as a broker-dealer.

(d) Purchaser Status. At the time such Purchaser was offered the Shares, it was, and at the date hereof it is, an “accredited investor” as defined in Rule 501(a) under the Securities Act. Such Purchaser has provided the information in the Accredited Investor Questionnaire attached hereto as Exhibit B-1, and the information contained therein is complete and accurate as of the date thereof, as of the date hereof, and as of the Closing Date.

(e) General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general advertisement or form of general solicitation (within the meaning of Regulation D and interpreted by the Commission).

(f) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(g) Access to Information. Such Purchaser acknowledges that it has had the opportunity to review the Disclosure Materials and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and the Subsidiaries and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Neither such inquiries nor any other investigation conducted by or on behalf of such Purchaser or its representatives or counsel shall modify, amend or affect such Purchaser’s right to rely on the truth, accuracy and completeness of the Disclosure Materials and the Company’s representations and warranties contained in the Transaction Documents.

Such Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision with respect to its acquisition of the Securities.

(h) Certain Trading Activities. Other than with respect to the transactions contemplated herein, since the time that such Purchaser was first contacted by the Company, the Placement Agent or any other Person regarding the transactions contemplated hereby, neither the Purchaser nor any Affiliate of such Purchaser which (x) had knowledge of the transactions contemplated hereby or thereby, (y) has or shares discretion relating to such Purchaser's investments or trading or information concerning such Purchaser's investments, including in respect of the Securities, and (z) is subject to such Purchaser's review or input concerning such Affiliate's investments or trading (collectively, "*Trading Affiliates*") has directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser or Trading Affiliate, effected or agreed to effect any purchases or sales of the securities of the Company (including, without limitation, any Short Sales involving the Company's securities). Notwithstanding the foregoing, in the case of a Purchaser and/or Trading Affiliate that is, individually or collectively, a multi-managed investment bank or vehicle whereby separate portfolio managers manage separate portions of such Purchaser's or Trading Affiliate's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's or Trading Affiliate's assets, the representation set forth above shall apply only with respect to the portion of assets managed by the portfolio manager that have knowledge about the financing transaction contemplated by this Agreement or by the Original Agreement. Other than to other Persons party to this Agreement, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect short sales or similar transactions in the future.

(i) Brokers and Finders. Other than the Placement Agent with respect to the Company, no Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or any Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Purchaser.

(j) Independent Investment Decision. Such Purchaser has independently evaluated the merits of its decision to purchase Securities pursuant to the Transaction Documents, and such Purchaser confirms that it has not relied on the advice of any other Purchaser's business and/or legal counsel in making such decision. Such Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the Purchaser in connection with the purchase of the Securities constitutes legal, tax or investment advice. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities. Such Purchaser understands that the Placement Agent has acted solely as the agent of the Company in this placement of the Shares and such Purchaser has not relied on the business or legal advice of the Placement Agent or any of its agents, counsel or Affiliates in making its investment decision hereunder, and confirms that none of such Persons has made any representations or warranties to such Purchaser in connection with the transactions contemplated by the Transaction Documents.

(k) Reliance on Exemptions. Such Purchaser understands that the Securities being offered and sold to it in reliance on specific exemptions from the registration requirements of United

States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgements and understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the Securities.

(l) No Governmental Review. Such Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(m) Regulation M. Such Purchaser is aware that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of Common Stock and other activities with respect to the Common Stock by the Purchasers.

(n) Beneficial Ownership. Except with regard to the Lead Investor, the purchase by such Purchaser of the Shares issuable to it at the Closing will not result in such Purchaser (including its Affiliates or any other Persons with which it is acting in concert or whose holdings would otherwise be required to be aggregated for purposes of the BHC Act or the CIBC Act) acquiring, or obtaining the right to acquire, 10% or more of the outstanding shares of Common Stock or the Voting Securities of the Company or such amount of the Voting Securities and/or Nonvoting Securities of the Company that would constitute "control" under the BHC Act or the CIBC Act on a post transaction basis that assumes that such Closing shall have occurred. Such Purchaser does not presently intend to, alone or together with others, make a public filing with the Commission to disclose that it has (or that it together with such other Persons have) acquired, or obtained the right to acquire, as a result of such Closing (when added to any other securities of the Company that it or they then own or have the right to acquire), 10% or more of the outstanding shares of Common Stock or the Voting Securities of Company or such amount of the Voting Securities and/or Nonvoting Securities of the Company that would constitute "control" under the BHC Act or the CIBC Act of the Company on a post transaction basis that assumes that such Closing shall have occurred.

(o) Residency. Such Purchaser's residence (if an individual) or offices in which its investment decision with respect to the Securities was made (if an entity) are located at the address immediately below such Purchaser's name on its signature page hereto.

(p) The Company and each of the Purchasers acknowledge and agree that no party to this Agreement has made or makes any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Article III and the Transaction Documents.

#### ARTICLE IV.

#### OTHER AGREEMENTS OF THE PARTIES

##### 4.1 Transfer Restrictions.

(a) Compliance with Laws. Notwithstanding any other provision of this Article IV, each Purchaser covenants that the Securities may be disposed of only pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act, or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities

Act, and in compliance with any applicable state and federal securities laws. In connection with any transfer of the Securities other than (i) pursuant to an effective registration statement, (ii) to the Company, (iii) pursuant to Rule 144 (provided that the Purchaser provides the Company with reasonable assurances (in the form of seller and, if applicable, broker representation letters) that the securities may be sold pursuant to such rule) or (iv) in connection with a bona fide pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of any transfer in accordance with the preceding sentence, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights of a Purchaser under this Agreement and the Registration Rights Agreement with respect to such transferred Securities.

(b) (b) Legends. Certificates evidencing the Securities shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (or, with respect to Shares held in uncertificated form, the Transfer Agent will record such a legend on the share register), until such time as they are not required under Section 4.1(c):

[NEITHER THESE SECURITIES NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES HAVE BEEN REGISTERED] [NEITHER THESE SECURITIES NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THESE SECURITIES HAVE BEEN REGISTERED] [THESE SECURITIES HAVE NOT BEEN REGISTERED] UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(c) The Company acknowledges and agrees that a Purchaser may from time to time pledge, and/or grant a security interest in, some or all of the legended Securities in connection with applicable securities laws, pursuant to a bona fide margin agreement or loan from a depository institution in compliance with a bona fide margin or bank loan. Such a pledge would not be subject to approval or consent of the Company and no legal opinion of legal counsel to the pledgee, secured party or pledgor shall be required in connection with the pledge, but such legal opinion shall be required in connection with a subsequent transfer or foreclosure following default by the Purchaser transferee of the pledge. No notice shall be required of such pledge, but Purchaser's transferee shall promptly notify the Company of

any such subsequent transfer or foreclosure. Each Purchaser acknowledges that the Company shall not be responsible for any pledges relating to, or the grant of any security interest in, any of the Securities or for any agreement, understanding or arrangement between any Purchaser and its pledgee or secured party. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities, including the preparation and filing of any required prospectus supplement under Rule 424(b)(3) of the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of Selling Stockholders thereunder. Each Purchaser acknowledges and agrees that, except as otherwise provided in Section 4.1(c), any Securities subject to a pledge or security interest as contemplated by this Section 4.1(b) shall continue to bear the legend set forth in this Section 4.1(b) and be subject to the restrictions on transfer set forth in Section 4.1(a).

(c) Removal of Legends. The legend set forth in Section 4.1(b) above shall be removed and the Company shall issue a certificate without such legend or any other legend to the holder of the applicable Securities upon which it is stamped or issue to such holder by electronic delivery at the applicable balance account at the Depository Trust Company ("DTC") or the Transfer Agent, if (i) such Securities are registered for resale under the Securities Act (provided that, if the Purchaser is selling pursuant to the effective registration statement registering the Securities for resale, the Purchaser agrees to only sell such Securities during such time that such registration statement is effective and not withdrawn or suspended, and only as permitted by such registration statement), (ii) such Securities are sold or transferred pursuant to Rule 144 (if the transferor is not an Affiliate of the Company), or (iii) such Securities are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such securities and without volume or manner-of-sale restrictions. Following the earlier of (i) the Effective Date or (ii) Rule 144 becoming available for the resale of Securities, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such securities and without volume or manner-of-sale restrictions, the Company shall cause Company Counsel to issue to the Transfer Agent the legal opinion referred to in the Irrevocable Transfer Agent Instructions. Any fees (with respect to the Transfer Agent, Company Counsel or otherwise) associated with the issuance of such opinion or the removal of such legend shall be borne by the Company. Following the Effective Date, or at such earlier time as a legend is no longer required for certain Securities pursuant to the foregoing, the Company will no later than three (3) Trading Days following the delivery by a Purchaser to the Transfer Agent (with notice to the Company) of a legended certificate or instrument representing Common Shares (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer) (such third (3<sup>rd</sup>) Trading Day, the "*Legend Removal Date*"), deliver or cause to be delivered to such Purchaser a certificate or instrument (as the case may be) representing such Securities that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4.1(c). Certificates for Common Shares subject to legend removal hereunder may be transmitted by the Transfer Agent to the Purchasers by crediting the account of the Purchaser's prime broker with DTC as directed by such Purchaser.

(d) Irrevocable Transfer Agent Instructions. The Company shall issue irrevocable instructions to its transfer agent, and any subsequent transfer agent, in the form of Exhibit D attached hereto (the "*Irrevocable Transfer Agent Instructions*"). The Company represents and warrants that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 4.1(d) (or instructions that are consistent therewith) will be given by the Company to its transfer agent in connection with this Agreement, and that the Securities shall otherwise be freely transferable on the books and

records of the Company as and to the extent provided in this Agreement and the other Transaction Documents and applicable law.

(c) Acknowledgement. Each Purchaser hereunder acknowledges its primary responsibilities under the Securities Act and accordingly will not sell or otherwise transfer the Securities or any interest therein without complying with the requirements of the Securities Act. While the Registration Statement remains effective, each Purchaser hereunder may sell the Registrable Securities in accordance with the plan of distribution contained in the Registration Statement and if it does so it will comply therewith and with the related prospectus delivery requirements unless an exemption therefrom is available. Each Purchaser, severally and not jointly with the other Purchasers, agrees that if it is notified by the Company in writing at any time that the Registration Statement registering the resale of the Registrable Securities is not effective or that the prospectus included in such Registration Statement no longer complies with the requirements of Section 10 of the Securities Act, the Purchaser will refrain from selling such Registrable Securities until such time as the Purchaser is notified by the Company that such Registration Statement is effective or such prospectus is compliant with Section 10 of the Securities Act, unless such Purchaser is able to, and does, sell such Registrable Securities pursuant to an available exemption from the registration requirements of Section 5 of the Securities Act. Both the Company and its Transfer Agent, and their respective directors, officers, employees and agents, may rely on this Section 4.1(e) and each Purchaser hereunder will indemnify and hold harmless each of such persons from any breaches or violations of this Section 4.1(e).

4.2 Reservation of Common Stock; Conversion of Preferred Stock; No Dilutive Actions.

(a) The Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance from and after the Closing Date, an aggregate number of shares of Common Stock sufficient for issuance upon Conversion (subject to the Stockholder Approvals) of all outstanding shares of Preferred Stock into Common Stock.

(b) In the event that the Company has obtained the Issuance Approval but the Company's stockholders have not approved the Articles Amendment, pursuant to Article II-A, Section 5 of the Preferred Stock Articles of Amendment with respect to the Series D, the Company will effect a "Partial Conversion" (as defined in the Preferred Stock Articles of Amendment) of the Series D.

(c) Unless otherwise consented to in writing by the Lead Investor, for a period of twelve (12) months from the Closing, the Company shall take no actions that trigger the adjustments to the "Conversion Price" (as defined in the Preferred Stock Articles of Amendment) pursuant to Article II-A, Section 6(e)(ii) – (vi) of the Preferred Stock Articles of Amendment with respect to the Series D.

4.3 Furnishing of Information. In order to enable the Purchasers to sell the Securities under Rule 144, for a period of twelve (12) months from the Closing, the Company shall use its commercially reasonable efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act. During such twelve (12) month period, if the Company is not required to file reports pursuant to the Exchange Act, it will prepare and furnish to the Purchasers and make publicly available in accordance with Rule 144(c) such information as is required for the Purchasers to sell the Securities under Rule 144.

4.4 Integration. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchasers, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

4.5 Securities Laws Disclosure: Publicity. By 9:00 A.M., New York City time, on the Trading Day immediately following the date hereof, the Company shall issue a press release (the “*Press Release*”) reasonably acceptable to the Placement Agent disclosing all material terms of the transactions contemplated hereby. On or before 9:00 A.M., New York City time, on the second (2<sup>nd</sup>) Trading Day immediately following the execution of this Agreement, the Company will file a Current Report on Form 8-K with the Commission describing the terms of the Transaction Documents (and including as exhibits to such Current Report on Form 8-K the material Transaction Documents (including, without limitation, this Agreement and the Registration Rights Agreement)). Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser or an Affiliate of any Purchaser, or include the name of any Purchaser or an Affiliate of any Purchaser in any press release or filing with the Commission (other than the Registration Statement) or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except (i) as required by federal securities law in connection with (A) any registration statement contemplated by the Registration Rights Agreement and (B) the filing of final Transaction Documents (including signature pages thereto) with the Commission and (ii) to the extent such disclosure is required by law, request of the Staff of the Commission or Trading Market regulations, in which case the Company shall provide the Purchasers with prior written notice of such disclosure permitted under this subclause (ii). From and after the issuance of the Press Release, no Purchaser shall be in possession of any material, non-public information received from the Company, any Subsidiary or any of their respective officers, directors, employees or agents, that is not disclosed in the Press Release unless a Purchaser shall have executed a written agreement regarding the confidentiality and use of such information. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are required to be publicly disclosed by the Company as described in this Section 4.5, such Purchaser will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, including this Agreement, or as expressly required by any applicable securities law, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information regarding the Company that the Company believes constitutes material non-public information without the express written consent of such Purchaser, unless prior thereto such Purchaser shall have executed a written agreement regarding the confidentiality and use of such information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Use of Proceeds. Unless otherwise consented to in writing by the Lead Investor, the Company shall use the net proceeds from the sale of the Shares hereunder to redeem the Company’s outstanding Series A Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock, facilitate the Asset Resolution Plan, support organic growth and enhance capital levels of

the Bank] and shall not use such proceeds for: (a) the satisfaction of any portion of the Company's debt (other than payment of trade payables in the ordinary course of the Company's business and prior practices), (b) the redemption of any Common Stock or Common Stock Equivalents or (c) the settlement of any outstanding litigation.

4.8 Indemnification.

(a) Subject to the provisions of this Section 4.8, the Company will indemnify and hold harmless each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "*Purchaser Indemnified Party*") against, and reimburse any of the Purchaser Indemnified parties for, any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation (collectively, "*Losses*") that any such Purchaser Indemnified Party may suffer or incur as a result of (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against a Purchaser in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of any of the representations, warranties, covenants or agreements made by such Purchaser in the Transaction Documents or any agreements or understandings such Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities laws or any conduct by such Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). Notwithstanding anything to the contrary contained herein, as to any Purchaser, the Company shall not be required to indemnify, defend, hold harmless or reimburse such Purchaser or its respective Purchaser Indemnified pursuant to this Section 4.8 (i) unless and until the aggregate amount of such Purchaser Indemnified Parties' Losses incurred with respect to all claims pursuant to this Section 4.8 exceeds \$100,000 (the "*Threshold Amount*"), in which event the Company shall be responsible for the total amount of such Losses (without regard to the Threshold Amount) for which such Purchaser Indemnified Parties are finally determined to be otherwise entitled to indemnification under this Section 4.8 and (ii) for Losses in a cumulative aggregate amount exceeding the Subscription Amount paid by the relevant Purchaser to the Company pursuant to Section 2.1.

(b) Subject to the provisions of this Section 4.8, each Purchaser will indemnify and hold harmless the Company and its Affiliates and their respective directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) (each, a "*Company Indemnified Party*") against, and reimburse any of the Company Indemnified Parties for, any and all Losses that any Company Indemnified Party may suffer or incur as a result of (a) any breach of any of the representations, warranties, covenants or agreements made by such Purchaser in this Agreement or in the other Transaction Documents or (b) any breach or failure by such Purchaser to perform any of its covenants or agreements contained in this Agreement. Notwithstanding anything to the contrary contained herein, the Purchaser shall not be required to indemnify, defend, hold harmless or reimburse the Company or its respective Company Indemnified pursuant to this Section 4.8 (i) unless and until the aggregate amount of such Company Indemnified Parties' Losses incurred with respect to all claims

pursuant to this Section 4.8 exceeds the Threshold Amount, in which event such Purchaser shall be responsible for the total amount of such Losses (without regard to the Threshold Amount) for which the Company Indemnified Parties are finally determined to be otherwise entitled to indemnification under this Section 4.8 and (ii) for Losses in a cumulative aggregate amount exceeding the Subscription Amount paid by the relevant Purchaser to the Company pursuant to Section 2.1.

(c) Promptly after receipt by any Person (the "*Indemnified Person*") of notice of any demand, claim or circumstances which would or might give rise to a claim or the commencement of any action, proceeding or investigation in respect of which indemnity may be sought pursuant to this Section 4.8, such Indemnified Person shall promptly notify the Person liable for such indemnification (the "*Indemnifying Person*") in writing and the Indemnifying Person shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person, and shall assume the payment of all fees and expenses; provided, however, that the failure of any Indemnified Person so to notify the Indemnifying Person shall not relieve the Indemnifying Person of its obligations hereunder except to the extent that the Indemnifying Person is actually and materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the retention of such counsel; (ii) the Indemnifying Person shall have failed promptly to assume the defense of such proceeding and to employ counsel reasonably satisfactory to such Indemnified Person in such proceeding; or (iii) in the reasonable judgment of counsel to such Indemnified Person, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them; provided, however, that the Indemnifying Person shall not be required to pay for more than two separate counsel for all Indemnified Persons. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld, delayed or conditioned, the Indemnifying Person shall not effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability arising out of such proceeding.

(d) Each party hereto acknowledges and agrees that following the Closing, the indemnification provisions hereunder shall be the sole and exclusive monetary remedies of the parties hereto for (i) any breach of any of the representations, warranties, covenants or agreements contained in this Agreement, and (ii) any claim, suit, action, proceeding or any other matter of whatsoever kind or nature arising out of, resulting from or related to the Transaction Documents or the transactions contemplated herein or therein; provided, that nothing herein shall limit in any way any such parties' remedies in respect of fraud, criminal activity or willful misconduct by the other party in connection with the transactions contemplated hereby. No party to this Agreement (or any of its Affiliates) shall, in any event, be liable or otherwise responsible to any other party (or any of its Affiliates) for any consequential or punitive damages of such other party (or any of its Affiliates) arising out of or relating to this Agreement or the performance or breach hereof. No investigation of the Company by a Purchaser, or of a Purchaser by the Company, whether prior to or after the date of this Agreement, shall limit any Indemnified Person's exercise of any right hereunder or be deemed to be a waiver of any such right. The parties agree that any indemnification payment made pursuant to this Agreement shall be treated as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law. Such payment shall not result in an adjustment to the value of the original investment reported by the Company under GAAP.

4.9 Principal Trading Market Listing. The Company shall promptly use its reasonable best efforts to prepare and file with such Principal Trading Market a supplemental listing application covering all of the Common Shares and shall use its reasonable best efforts to take all steps necessary to cause all of the Common Shares to be approved for listing on the Principal Trading Market prior to the Closing. Notwithstanding any other provision in this Agreement to the contrary, the Company shall not issue at the Closing such number of shares that would be equal to or greater than 20% of the Company's outstanding Common Stock. After receiving each respective Stockholder Approval, in the time and manner required by the Principal Trading Market, the Company shall prepare and file with the Principal Trading Market a supplemental listing application covering all of the Underlying Preferred Shares to the extent practicable, and shall use its commercially reasonable efforts to take all steps necessary to cause all of the Underlying Preferred Shares to be approved for listing on the Principal Trading Market as promptly as possible thereafter.

4.10 Form D; Blue Sky. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D. The Company, on or before the Closing Date, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Purchasers under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification) and shall provide evidence of such actions promptly upon the written request of any Purchaser.

4.11 Conduct of Business Pending Closing. From the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, except as contemplated by this Agreement, the Company will, and will cause its Subsidiaries to, operate their business in the ordinary course consistent with past practice, preserve intact the current business organization of the Company, use commercially reasonable efforts to retain the services of their officers, employees, consultants and agents, preserve its rights and permits issued by governmental authorities, preserve the current relationships of the Company and its Subsidiaries with material customers and other Persons with whom the Company and its Subsidiaries have and intend to maintain significant relations and maintain all of its operating assets in their current condition (normal wear and tear excepted), and not take any action that would reasonably be expected to have a Material Adverse Effect.

4.12 No Shop. From the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, the Company shall not, and the Company shall not permit any of its Affiliates, directors, officers or employees to, and the Company shall use commercially reasonable efforts to cause its other representatives or agents (together with directors, officers, and employees, the "*Representatives*") not to, directly or indirectly, (i) discuss, encourage, negotiate, undertake, initiate, authorize, recommend, propose or enter into, whether as the proposed surviving, merged, acquiring or acquired corporation or otherwise, any transaction involving a merger, consolidation, business combination, recapitalization, purchase or disposition of any material amount of the assets of the Company or any material amount of the capital stock or other ownership interests of the Company (other than in connection with the transactions contemplated hereby) (an "*Acquisition Transaction*"), (ii) facilitate, encourage, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (iii) furnish or cause to be furnished, to any Person, any information concerning the business, operations, properties or assets of the Company in connection with an Acquisition Transaction, or (iv) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek any of the foregoing. Notwithstanding the foregoing, in the event that the Company receives an unsolicited bona fide written offer, proposal or inquiry relating to, or any third-party indication of interest in, an Acquisition Transaction that did not result from or arise in connection with a breach of this Section

4.12(a), the Company may, and may permit its Affiliates and its Affiliates' Representatives to, furnish or cause to be furnished any information concerning the business, operations, properties or assets of the Company and participate in discussions in connection therewith, if the Board of Directors of concludes in good faith (after consulting with its outside counsel, and with respect to financial matters, its financial advisors) that the failure to take such actions would be reasonably likely be a violation of its fiduciary duties under applicable law. The Company shall notify each Purchaser orally and in writing promptly (but in no event later than one (1) Business Day) after receipt by the Company or any of the Representatives thereof of any proposal or offer from any Person other than the Purchasers to effect an Acquisition Transaction or any request for non-public information relating to the Company or for access to the properties, books or records of the Company by any Person other than the Purchasers in connection with an Acquisition Transaction.

4.13 Regulatory Matters. Each Purchaser shall prepare and file all necessary documentation to effect all applications, notices, petitions and filings to obtain as promptly as practicable all permits, consents, orders, approvals, waivers, non-objections and authorizations of the Federal Reserve, the Office of the Comptroller of the Currency, the Division of Financial Institutions of the Florida Office of Financial Regulation or other governmental authority which are necessary or advisable to consummate the transactions contemplated by the Transaction Documents and to perform the covenants contemplated by the Transaction Documents (the "Regulatory Approvals"). Each Purchaser shall use its reasonable best efforts to promptly obtain such Regulatory Approvals, and the Company will cooperate as may reasonably be requested by a Purchaser to help such Purchaser obtain or submit, as promptly as practicable, any documentation or written materials requested by or submitted to any governmental authority in connection with the Regulatory Approvals. The parties hereto will consult with each other with respect to the obtaining of such Regulatory Approvals, promptly furnish each other with copies of written communications received by them, or delivered by them to, any governmental authority in respect of the transactions contemplated hereby and keep the other apprised of the status of matters relating to completion of the transactions contemplated herein; provided, however, that no Purchaser shall be obligated hereunder to share any portion of an application or communication for which such Purchaser has requested confidential treatment or any regulatory correspondence containing confidential information. Notwithstanding the foregoing, nothing contained herein shall be deemed to require any Purchaser to take any action, or commit to take any action, or agree to any condition, commitment or restriction, in connection with obtaining the Regulatory Approvals, which such Purchaser determines, in its reasonable good faith judgement, would be materially financially burdensome on the Company's business following the Closing or would reduce the economic benefits of the transactions contemplated by this Agreement to the Purchaser to such a degree that the Purchaser would not have entered into this Agreement had such condition or restriction been known to it at the date hereof (a "Materially Burdensome Regulatory Condition").

4.14 Short Sales and Confidentiality After the Date Hereof. Such Purchaser shall not, and shall cause its Trading Affiliates not to, engage, directly or indirectly, in any transactions in the Company's securities (including, without limitation, any Short Sales involving the Company's securities) during the period from the date hereof until the earlier of such time as (i) the transactions contemplated by this Agreement are first publicly announced as required by and described in Section 4.5 or (ii) this Agreement is terminated in full pursuant to Section 6.19. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company as described in Section 4.5, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents and Disclosure Schedules. Notwithstanding the foregoing, no Purchaser makes any representation, warranty or covenant hereby that it will not engage in Short Sales in the securities of

the Company after the time that the transactions contemplated by this Agreement are first publicly announced as described in Section 4.5; *provided, however*, each Purchaser agrees, severally and not jointly with any Purchasers, that they will not enter into any Net Short Sales (as hereinafter defined) from the period commencing on the Closing Date and ending on the earliest of (x) the Effective Date of the initial Registration Statement, (y) the twenty-four (24) month anniversary of the Closing Date or (z) the date that such Purchaser no longer holds any Securities. For purposes of this Section 4.14, a “*Net Short Sale*” by any Purchaser shall mean a sale of Common Stock by such Purchaser that is marked as a short sale and that is made at a time when there is no equivalent offsetting long position in Common Stock held by such Purchaser. For purposes of determining whether there is an equivalent offsetting position in Common Stock held by the Purchaser, Underlying Preferred Shares that have not yet been issued pursuant to the Conversion of Preferred Shares shall be deemed to be held long by the Purchaser, and the amount of shares of Common Stock held in a long position shall be all shares of Common Stock and all Underlying Preferred Shares into which the Purchaser’s Preferred Shares are convertible, plus any shares of Common Stock Equivalents otherwise then held by such Purchaser. Notwithstanding the foregoing, in the event that a Purchaser is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser’s assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser’s assets, the representation set forth above shall apply only with respect to the portion of assets managed by the portfolio manager that have knowledge about the financing transaction contemplated by this Agreement. Moreover, notwithstanding the foregoing, in the event that a Purchaser has sold Securities pursuant to Rule 144 prior to the Effective Date of the initial Registration Statement and the Company has failed to deliver certificates without legends prior to the settlement date for such sale (assuming that such certificates meet the requirements set forth in Section 4.1(c) for the removal of legends), the provisions of this Section 4.14 shall not prohibit the Purchaser from entering into Net Short Sales for the purpose of delivering shares of Common Stock in settlement of such sale. Each Purchaser understands and acknowledges, severally and not jointly with any other Purchaser, that the Commission currently takes the position that covering a short position established prior to effectiveness of a resale registration statement with shares included in such registration statement would be a violation of Section 5 of the Securities Act, as set forth in Item 65, Section 5 under Section A, of the Manual of Publicly Available Telephone Interpretations, dated July 1997, compiled by the Office of Chief Counsel, Division of Corporation Finance.

4.15 Limitation on Beneficial Ownership and Certain Actions. For a period beginning on the Closing Date and ending eighteen (18) months following the Closing Date, no Purchaser (other than the Lead Investor) (including its Affiliates or any other Persons with which it is acting in concert or whose holdings would otherwise be required to be aggregated for purposes of the BHC Act or the CIBC Act) will directly or indirectly:

(a) in any way acquire, offer or propose to acquire or agree to acquire, beneficial ownership (as determined under Rule 13d-3 under the Exchange Act) of any Voting Securities or Nonvoting Securities, if such acquisition would result in such Purchaser (i) being deemed to “control” the Company within the meaning of the BHC Act or the CIBC Act, or (ii) having beneficial ownership or “control” (within the meaning of the BHC Act or the CIBC Act) of 10% or more of the outstanding shares of a class of Voting Securities or Common Stock (excluding for the purpose of this calculation any reduction in ownership resulting from sales, transfers or other dispositions by such Holder of voting securities of the Corporation) (for the avoidance of doubt, for purposes of calculating the beneficial ownership of such Purchaser, (x) any security that is convertible into, or exercisable for, any such Voting Securities or Common Stock that is beneficially owned by Purchaser shall be treated as fully converted or exercised, as the case may be, into the underlying Voting Securities or Common Stock (and shall be

deemed outstanding as a result of such conversion or exercise), and (y) any security convertible into, or exercisable for, the Common Stock that is beneficially owned by any person other than Purchaser shall not be taken into account);

(b) enter into or agree, offer, propose or seek (whether publicly or otherwise) to enter into, or otherwise be involved in or part of, any acquisition transaction, merger or other business combination relating to all or part of the Company or any Subsidiary or any acquisition transaction for all or part of the assets of the Company or any Subsidiary or any of their respective businesses;

(c) make, or in any way participate in, any "solicitation" of "proxies" (as such terms are defined under Regulation 14A under the Exchange Act, disregarding clause (iv) of Rule 14a-1(l)(2)) and including any otherwise exempt solicitation pursuant to Rule 14a-2(b)) to vote, or seek to advise or influence any person or entity with respect to the voting of, any Voting Securities of the Company or any Subsidiary;

(d) call or seek to call a meeting of the shareholders of the Company or any Subsidiary or initiate any stockholder proposal for action by shareholders of the Company or any Subsidiaries; form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act and the rules and regulations promulgated thereunder) with respect to any Voting Securities; or seek, propose or otherwise act alone or in concert with others, to influence or control the management, board of directors or policies of the Company or any Subsidiary; or

(e) bring any action or otherwise act to contest the validity of this Section 4.15 (provided that the Purchaser shall not be restricted from contesting the applicability of this Section 4.15 to the Purchaser under any particular circumstance) or seek a release of the restrictions contained herein, or make a request to amend or waive any provision of this Section 4.15; provided that nothing in this Section 4.15 shall prevent the Purchaser from voting any Voting Securities then beneficially owned by the Purchaser in any manner.

#### 4.16 Gross-Up Rights.

(a) Sale of New Securities. After the Closing and for so long as any Purchaser, together with its Affiliates, owns at least 10% of the Common Stock issued and outstanding (counting as shares of Common Stock owned by such Purchaser for this purpose, all shares of Common Stock into which the Preferred Stock owned by such Purchaser are convertible and disregarding any limitations on ownership or prohibitions on conversion pursuant to the terms of the Preferred Stock that may otherwise apply), if at any time the Company makes any public or nonpublic offering or sale of any equity or equity-linked security (any such security, a "New Security") (other than any securities issuable (i) as consideration in connection with a bona fide arms-length direct or indirect merger, acquisition or similar transaction, (ii) in accordance with the terms of any equity compensation plans, employee benefit plans or compensatory arrangements approved by the Board of Directors (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements), (iii) as part of dividend reinvestment or stock purchase plan or a bona fide public offering, (iv) pursuant to the Conversion of Preferred Stock, or (v) at the written direction of any governmental agency), then any such Purchaser shall be afforded the opportunity to acquire from the Company for the same price and on the same terms as such securities are proposed to be offered to others, up to the amount of New Securities in the aggregate required to enable it to maintain its proportionate Common Stock interest in the Company immediately prior to any such issuance of New Securities. The amount of New Securities that each such Purchaser shall be entitled to purchase in the aggregate shall be determined by multiplying (x) the total number or principal amount of

such offered New Securities by (y) a fraction, the numerator of which is the number of shares of Common Stock held by such Purchaser and its Affiliates (assuming full conversion or exercise of any securities convertible into or exercisable for Common Stock) and the denominator of which is the number of shares of Common Stock then outstanding (assuming full conversion or exercise of any securities convertible into or exercisable for Common Stock). Notwithstanding anything herein to the contrary, in no event shall a Purchaser have the right to purchase securities hereunder to the extent such purchase would result in such Purchaser, together with its Affiliates, owning a greater percentage interest in the Company than such Purchaser held immediately prior to the issuance of the New Securities (counting for such purposes all shares of Common Stock into or for which any securities owned by such Purchaser are directly or indirectly convertible or exercisable). Any New Securities issued pursuant to this [Section 4.16](#), consistent with such limitations on any existing holdings of Purchaser, shall include appropriate limitations on the voting rights of such New Securities to ensure compliance with the BHC Act and CIBC Act (which, for the avoidance of doubt, may include those limitations set forth in Section 4.15(a) herein). For the avoidance of doubt, to the extent that the Company complies with its obligations pursuant to this [Section 4.16](#) with respect to any securities that are convertible or exchangeable into (or exercisable for) Common Stock, the Purchaser shall not have an additional right to purchase pursuant to this [Section 4.16](#) additional securities as a result of the issuance of New Securities upon the conversion, exchange or exercise of such earlier issued securities (whether or not the Purchaser exercised its right to purchase such earlier issued securities). Notwithstanding anything to the contrary in this [Section 4.16](#), if a Purchaser is prohibited from receiving additional shares of Common Stock or other New Security as a result of requirements of the BHC Act and/or the CIBC Act (including as a result of the limitations set forth in [Section 4.15\(a\)](#) herein), then in lieu of such Common Stock or other New Security, such Purchaser shall be entitled to purchase a number of shares of Series E Preferred Stock necessary to put such Holder in substantially the same economic position as if such Holder had purchased shares of Common Stock (or shares of such other New Security) in accordance with this [Section 4.16](#).

(b) **Notice.** In the event the Company proposes to offer or sell New Securities (the “Offering”), it shall give each Purchaser with rights under this [Section 4.16](#) written notice of its intention, describing the price (or range of prices), anticipated amount of securities, timing, and other terms upon which the Company proposes to offer the same (including, in the case of a registered public offering and to the extent possible, a copy of the prospectus included in the registration statement filed with respect to such offering), no later than ten (10) Business Days, as the case may be, after the initial filing of a registration statement with the Commission with respect to an underwritten public offering, after the commencement of marketing with respect to a Rule 144A offering or after the Company proposes to pursue any other offering. If the information contained in the notice constitutes material non-public information (as defined under the applicable securities laws), the Company shall deliver such notice only to the individuals identified on such Purchaser’s signature page hereto, and shall not communicate the information to anyone else acting on behalf of such Purchaser without the consent of one of the designated individuals. Such Purchaser shall have ten (10) Business Days from the date of receipt of such a notice to notify the Company in writing that it intends to exercise its rights provided in this [Section 4.16](#) and as to the amount of New Securities such Purchaser desires to purchase, up to the maximum amount calculated pursuant to [Section 4.16\(a\)](#). Such notice shall constitute a nonbinding indication of interest of such Purchaser to purchase the amount of New Securities so specified at the price and other terms set forth in the Company’s notice to it. The failure of such Purchaser to respond within such ten (10) Business Day period shall be deemed to be a waiver of such Purchaser’s rights under this [Section 4.16](#) only with respect to the Offering described in the applicable notice.

(c) **Purchase Mechanism.** If such Purchaser exercises its rights provided in this [Section 4.16](#), the closing of the purchase of the New Securities in connection with the closing of the

Offering with respect to which such right has been exercised shall take place within thirty (30) calendar days after the giving of notice of such exercise, which period of time shall be extended for a maximum of one hundred eighty (180) days in order to comply with applicable laws and regulations (including receipt of any applicable regulatory or shareholder approvals). Notwithstanding anything to the contrary herein, the closing of the purchase of the New Securities by such Purchaser will occur no earlier than the closing of the Offering triggering the right being exercised by such Purchaser. Each of the Company and such Purchaser agrees to use its commercially reasonable efforts to secure any regulatory or shareholder approvals or other consents, and to comply with any law or regulation necessary in connection with the offer, sale and purchase of, such New Securities.

(d) Failure of Purchase. In the event a Purchaser fails to exercise its rights provided in this Section 4.16 within said ten (10) Business Day period or, if so exercised, such Purchaser is unable to consummate such purchase within the time period specified in Section 4.16(g) above because of its failure to obtain any required regulatory or shareholder consent or approval, the Company shall thereafter be entitled (during the period of sixty (60) days following the conclusion of the applicable period) to sell or enter into an agreement (pursuant to which the sale of the New Securities covered thereby shall be consummated, if at all, within ninety (90) days from the date of said agreement) to sell the New Securities not elected to be purchased pursuant to this Section 4.16 by such Purchaser or which such Purchaser is unable to purchase because of such failure to obtain any such consent or approval, at a price and upon terms no more favorable in the aggregate to the purchasers of such securities than were specified in the Company's notice to such Purchaser. Notwithstanding the foregoing, if such sale is subject to the receipt of any regulatory or shareholder approval or consent or the expiration of any waiting period, the time period during which such sale may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals or consents have been obtained or waiting periods expired, but in no event shall such time period exceed one hundred eighty (180) days from the date of the applicable agreement with respect to such sale. In the event the Company has not sold the New Securities or entered into an agreement to sell the New Securities within said 60-day period (or sold and issued New Securities in accordance with the foregoing within ninety (90) days from the date of said agreement (as such period may be extended in the manner described above for a period not to exceed one hundred eighty (180) days from the date of said agreement)), the Company shall not thereafter offer, issue or sell such New Securities without first offering such securities to such Purchaser in the manner provided above.

(e) Non-Cash Consideration. In the case of the offering of securities for a consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors; provided, however, that such fair value as determined by the Board of Directors shall not exceed the aggregate market price of the securities being offered as of the date the Board of Directors authorizes the offering of such securities.

(f) Cooperation. The Company and each Purchaser shall cooperate in good faith to facilitate the exercise of such Purchaser's rights under this Section 4.16, including to secure any required approvals or consents.

(g) No Assignment of Rights. The rights of each Purchaser described herein shall be personal to such Purchaser and the transfer, assignment and/or conveyance of said rights from such Purchaser to any other person and/or entity (other than an Affiliate of the Purchaser) is prohibited and shall be void and of no force or effect.

4.17 Required Regulatory Capital. In the event that either of the Company or the Bank does not have regulatory capital in an amount equal or greater to, (a) if neither the Company nor the Bank is subject to a regulatory capital requirement pursuant to an enforcement action issued by a bank regulatory authority, the amount necessary for the Company (if applicable) or the Bank to be deemed to be “well capitalized,” as such term is defined in the applicable state and federal rules and regulations, or, (b) if either the Company or the Bank is subject to a regulatory capital requirement pursuant to an enforcement action issued by a bank regulatory authority, the amount necessary for the Company and/or the Bank to be in compliance with any capital requirements imposed by any bank regulatory authority, as applicable, pursuant to such enforcement action (the greater of the amount in either (a) or (b), the “*Required Regulatory Capital*”), the Company agrees to use commercially reasonable efforts to ensure that each of the Company and the Bank is in compliance with the Required Regulatory Capital as soon as practicable, either promptly through commencing a capital raise or other means that are reasonably anticipated to restore compliance with Required Regulatory Capital. Required Regulatory Capital shall be measured as of any fiscal quarter end beginning on the quarter in which the Closing Date occurs, and the requirements of this Section 4.17 shall apply for a period three (3) years after the date hereof, or any such shorter periods as specified in any regulatory enforcement action or otherwise required by the applicable regulatory authority.

4.18 Asset Resolution Plan. The Lead Investor shall have until May 31, 2026, to identify specific assets or pools thereof (the “*Work-Out Assets*”), and the Lead Investor and the Company shall work together to identify the Work-Out Assets and develop an asset resolution plan (the “*Asset Resolution Plan*”) with respect to them. The Company shall adopt the mutually agreeable (to the Lead Investor and the Company) Asset Resolution Plan no later than June 30, 2026. The Asset Resolution Plan shall require the Company to accelerate its work-out strategy with respect to the Work-Out Assets, and provide for the disposition, work out, upgrade or other resolution of them within up to twenty four (24) months of the Closing Date, based upon the additional capital raised in the transaction. The Asset Resolution Plan shall require that, promptly upon its adoption, the Company write-down or charge-off the Work-Out Assets, or increase the specific credit loss reserves relating to them to account for any change in the work-out strategy with respect to the Work-Out Assets; provided, however, that any write-down, charge-off or increase to credit loss reserves must comply with GAAP and applicable regulatory guidance. In no event shall the Company be required to accelerate its work-out strategy to a degree that would result in an immediate pre-tax charge that exceeds \$64 million. In developing the Asset Resolution Plan with the Company, the Lead Investor shall not be deemed to be acting as agent of any other Purchaser and the Lead Investor shall not have any duties or obligations to any other Purchaser, nor will any other Purchaser have any rights to enforce the Asset Resolution Plan.

4.19 Stockholder Meeting.

(a) The Company and the Board of Directors shall (a) call, give notice of, convene and hold a meeting of its stockholders for the purpose of obtaining the Stockholder Approvals (the “*Stockholder Meeting*”) as soon as practicable after the date of this Agreement but in any event within the following times: (i) the Company shall file a preliminary proxy statement (the “*Proxy Statement*”) with the Commission no later than twenty (20) days following the date of this Agreement; (ii) the Company shall mail the Proxy Statement within twenty-five (25) days of filing with the Commission (or within fifteen (15) days after resolution of any comments made by the Commission); (iii) the Company shall hold the Stockholder Meeting within forty-five (45) days of mailing the Proxy Statement; (b) use its commercially reasonable efforts to obtain the Stockholder Approvals, including by communicating to Company stockholders its recommendation in favor of the Stockholder Approvals (and including such recommendation in the Proxy Statement); and (c) adjourn or postpone the Stockholder Meeting if, as of

the time for which the Stockholder Meeting is originally scheduled, there are insufficient shares of Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Stockholder Meeting, or if on the date of such Stockholder meeting the Company has not received proxies representing a sufficient number shares necessary to obtain the Stockholder Approvals. Without limiting the foregoing, the Company shall use reasonable best efforts to hold the Stockholder Meeting no later than seventy-five (75) days following the Closing. Upon request by any Purchaser, the Company agrees to provide a copy of the Proxy Statement and to provide copies of any Commission comment letters and responses, in each case within one (1) Business Day following receipt or at least one (1) Business Day following filing or submission, as the case may be. In the event that any of the Stockholder Approvals are not obtained at such initial Stockholder Meeting, the Company shall include proposals to approve (and the Board of Directors shall unanimously recommend approval of) such Stockholder Approvals proposals at a meeting of its stockholders no less than once in each subsequent three-month period beginning on the date of such previous Stockholder Meeting until such approval is obtained.

(b) The Company may, with the prior written consent of the Lead Investor (which shall not be unreasonably withheld, conditioned or delayed) determine to first convene a meeting of the Company's stockholders for the purpose of obtaining the Issuance Approval, and then convene a separate meeting of the Company's stockholders for the purpose of approving the Articles Amendment. In such event, the Company shall cause each such meeting of the Company's stockholders to be held as promptly as practicable and shall otherwise comply, to the full extent applicable, with the Company's obligations contained in Section 4.19(a).

#### 4.20 Shareholder Offering.

(a) As promptly as practicable following the Shareholder Approvals, and subject to compliance with all applicable Law, including the Securities Act, the Company shall commence a public offering of an amount of Common Shares calculated pursuant to Section 4.20(b) at a per share purchase price equal to the Common Stock Purchase Price (the "*Shareholder Offering*").

(b) Each holder of record of Common Stock as of a record date selected by the Board of Directors who is not a Purchaser or Affiliate of a Purchaser shall be permitted to subscribe for one share of Common Stock for each share owned on such record date, subject to pro rata cutback in the event such holders seek, in the aggregate, to subscribe for more than one million shares (the "*Subscription Privilege*"). The record date shall be set prior to the conversion of the applicable Preferred Stock into Common Stock pursuant to the provisions of the Company's Articles of Incorporation as then in effect. The aggregate number of Common Shares offered in the Shareholder Offering shall not exceed 4,200,000 shares, and the aggregate purchase price of all Common Shares offered in the Shareholder Offering shall not exceed Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000). No shareholder shall have any over-subscription right and the Company shall offer any shares offered in the Shareholder Offering that are not purchased pursuant to a Subscription Privilege to the Lead Investor for purchase.

(c) For avoidance of doubt, each Purchaser acknowledges that they are not eligible to acquire any Common Shares in the Shareholder Offering, and hereby waives any Subscription Privilege with respect to such Purchaser and its Affiliates.

(d) Nothing in this Section 4.20 shall be construed to grant any holder of Common Stock a right to participate in the Shareholder Offering. This Section 4.20 shall be binding upon and insure solely to the benefit of each party to this Agreement, and nothing in this Section 4.20, express or

implied, is intended to confer upon any other Person, including any holder of Common Stock, any rights or remedies of any nature whatsoever under or by reason of this Section 4.20. The Company and Purchasers may amend this Section 4.20 by written consent executed by the Company and Purchasers holding two-thirds of the Securities still held by Purchasers.

4.21 Lead Investor Board Representative.

(a) The Lead Investor may, but shall not be required to, request a designated individual (the "*Board Representative*") to serve on the Board of Directors and the board of directors of the Bank (the "*Bank Board*"). To the extent the Lead Investor requests such board representation, the Company will cause such designated individual to be elected or appointed to the Board of Directors, subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Company, and to the Bank Board, subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Bank; provided that the Lead Investor's right to designate such board representative will continue only so long as the Lead Investor in the aggregate owns in the aggregate owns at least 10% of the Common Stock then outstanding (counting as shares of Common Stock owned by the Lead Investor for this purpose, all shares of Common Stock into which the Preferred Stock owned by the Lead Investor are convertible, disregarding any limitations on ownership or prohibitions on conversion pursuant to the terms of the Preferred Stock that may otherwise apply) (the "*Minimum Ownership Interest*"). The Lead Investor's rights under this Section 4.21 shall terminate at such time as the Lead Investor no longer owns the Minimum Ownership Interest.

(b) Subject to applicable law and Section 4.21(a), the Board Representative shall be one of the Company's nominees to serve on the Board of Directors. The Company shall use its reasonable best efforts to have the Board Representative elected as a director of the Company by the shareholders of the Company, and the Company shall solicit proxies for the Board Representative to the same extent as it does for any of its other Company nominees to the Board of Directors.

(c) Subject to Section 4.21(a), upon the death, resignation, retirement, disqualification, or removal from office as a member of the Board of Directors or the Bank Board of the Board Representative, the Lead Investor shall have the right to designate the replacement for such Board Representative. The Board of Directors and the Bank Board shall use their reasonable best efforts to take all action required to fill the vacancy resulting therefrom with such person (including such person, subject to applicable law, being one of the Company's nominees to serve on the Board of Directors and the Bank Board), using reasonable best efforts to have such person elected as director of the Company by the shareholders of the Company and the Company soliciting proxies for such person to the same extent as it does for any of its other nominees to the Board of Directors, as the case may be.

(d) The Board Representative shall be entitled to compensation and indemnification and insurance coverage in connection with his or her role as a director to the same extent as other directors on the Board of Directors or the Bank Board, as applicable, and shall be entitled to monthly reimbursement for documented out-of-pocket expenses incurred in attending meetings of the Board of Directors or the Bank Board, as applicable, or any committee thereof only to the extent the Company and the Bank provide such reimbursement to their other directors. The Company and the Bank shall notify such representative of all regular meetings and special meetings of the Board of Directors and the Bank Board and of all regular and special meetings of any committee of the Board of Directors and the Bank Board. The Company and the Bank shall provide such representative with copies of all notices, minutes,

consents and other material that it provides to all members of the Board of Directors and the Bank Board, respectively, at the same time such materials are provided to the other respective members.

(e) The Company hereby agrees that, with respect to a claim by a Board Representative for indemnification arising out of his or her service as a director of the Company or the Bank, the Company is the indemnitor of first resort (i.e., its obligations to the Board Representative with respect to indemnification, advancement of expenses and/or insurance (which obligations shall be the same as, but in no event greater than, any such obligations to members of the Board of Directors or the Bank Board, as applicable) are primary and any obligation of any third-party indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Board Representative is secondary).

4.22 Board Composition. Immediately following Closing, Albert T. Rogers, Jr. shall be appointed to the Bank Board. The Company shall undertake commercially reasonable efforts to cause the election or appointment of Mr. Rogers to the Board of Directors, subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Company. The Company shall undertake commercially reasonable efforts to cause the election or appointment of three new individuals (in addition to Mr. Rogers and the Board Representative provided under Section 4.21) to the Board of Directors, subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Company, and to the Bank Board, subject to satisfaction of all legal and regulatory requirements regarding service and election or appointment as a director of the Bank.

4.23 Restricted Stock Plan. In order to provide an incentive and assist in retaining and recruiting additional executive officers and business-generating employees, the Company shall reserve for issuance as restricted stock 7% of the shares outstanding following the Closing and the completion of the Shareholder Offering (the "*Restricted Stock Plan*"). To the extent permitted by the rules of the NASDAQ Capital Market, awards under the Restricted Stock Plan shall be "inducement awards." Other awards under the Restricted Stock Plan shall be made pursuant to the Company's 2017 Equity Incentive Plan. Awards under the Restricted Stock Plan will generally be in the form of performance-based awards. Awards under the Restricted Stock Plan shall be subject to review and approval of the compensation committee of the Company's board of directors

#### ARTICLE V.

#### CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to the Obligations of the Purchasers to Purchase Securities. The obligation of each Purchaser to acquire Common Shares and Preferred Shares at the Closing is subject to the fulfillment to such Purchaser's satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by such Purchaser (as to itself only):

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects (except for those representations and warranties which are qualified as to materiality or with references to Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) as of the date when made and as of the Closing Date, as though made on and as of such date, except for such representations and warranties that speak as of a specific date.

- (b) Performance. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by it at or prior to the Closing.
- (c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.
- (d) No Threatened Orders. No bank regulatory authority shall have threatened orally or in writing or otherwise informed the Company or any of its Subsidiaries that it is contemplating any cease-and-desist or other order or enforcement action, except to the extent that such action would not result in a Material Adverse Effect, and neither the Company nor any of its Subsidiaries shall have been threatened orally or in writing or otherwise informed by any bank regulatory authority that it intends to assess a civil money penalty against the Company or any of its Subsidiaries.
- (e) Consents. The Purchaser and the Company shall have obtained in a timely fashion all consents, permits, approvals, registrations and waivers necessary for consummation of the purchase and sale of the Securities (including all Required Approvals and Regulatory Approvals), all of which shall be and remain so long as necessary in full force and effect (and, with respect to the Regulatory Approvals, which shall not contain any Materially Burdensome Regulatory Condition).
- (f) Preferred Stock Articles of Amendment. The Preferred Stock Articles of Amendment shall have been approved and adopted by the Board of Directors, shall have been duly filed with the FDS and shall be in full force and effect.
- (g) Adverse Changes. Since the date of execution of this Agreement, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect.
- (h) Listing. The Common Shares shall have been authorized for listing on the NASDAQ Capital Market, subject to official notice of issuance.
- (i) No Suspensions of Trading in Common Stock. The Common Stock shall not have been suspended, as of the Closing Date, by the Commission or the Principal Trading Market from trading on the Principal Trading Market nor shall suspension by the Commission or the Principal Trading Market have been threatened, as of the Closing Date, either (i) in writing by the Commission or the Principal Trading Market or (ii) by falling below the minimum listing maintenance requirements of the Principal Trading Market.
- (j) Company Deliverables. The Company shall have delivered the Company Deliverables in accordance with Section 2.2(a).
- (k) Compliance Certificate. The Company shall have delivered to each Purchaser a certificate, dated as of the Closing Date and signed by its Chairman of the Board of Directors, dated as of the Closing Date, certifying to the fulfillment of the conditions specified in Sections 5.1(a), (b) and (d), and to the current capitalization of the Company as of the Closing Date in the form attached hereto as Exhibit E.

- (l) Termination. This Agreement shall not have been terminated as to such Purchaser in accordance with Section 6.19 herein.
  - (m) Offering Amount. Purchasers shall have remitted an aggregate of \$80 million in Subscription Amounts to the Company; *provided, however*, that the Lead Investor, in his sole discretion, may waive this closing condition, or accept a lower aggregate offering upon a commitment from the Company to continue the offering in a manner intended to promptly complete an aggregate offering of \$80 million in Subscription Amounts..
  - (n) Required Regulatory Capital. The Bank shall have regulatory capital in an amount equal or greater to the Required Regulatory Capital, as measured as of the month end immediately preceding the Closing Date and as calculated on Schedule RC-R, as adjusted (i) on a pro forma basis after taking into account the Subscription Amounts hereunder for which all conditions precedent under Section 5.2 have been satisfied (and assuming that \$40 million is contributed to the Bank) and (ii) to accrue for all expenses and one-time charges reasonably expected to occur in connection with the transactions contemplated by this Agreement to the extent not already reflected in the Company's or the Bank's financial statements.
  - (o) Exchange Agreement. With respect to the Lead Investor only, the Company and the Lead Investor shall have executed and delivered the Exchange Agreement.
- 5.2 Conditions Precedent to the Obligations of the Company to sell Securities. The Company's obligation to sell and issue the Common Shares and Preferred Shares at the Closing to the Purchasers is subject to the fulfillment to the satisfaction of the Company on or prior to the Closing Date of the following conditions, any of which may be waived by the Company:
- (a) Representations and Warranties. The representations and warranties made by the Purchasers in Section 3.2 hereof shall be true and correct in all material respects (except for those representations and warranties which are qualified as to materiality, in which case such representations and warranties shall be true and correct in all respects) as of the date when made, and as of the Closing Date as though made on and as of such date, except for representations and warranties that speak as of a specific date.
  - (b) Performance. Such Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by such Purchaser at or prior to the Closing Date.
  - (c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.
  - (d) Consents. The Purchaser and the Company shall have obtained in a timely fashion all consents, permits, approvals, registrations and waivers necessary for consummation of the purchase and sale of the Securities (including all Required Approvals and Regulatory Approvals), all of which shall be and remain so long as necessary in full force and effect.
  - (e) Purchasers Deliverables. Such Purchaser shall have delivered its Purchaser Deliverables in accordance with Section 2.2(b).

- (f) Listing. The Common Shares shall have been authorized for listing on the NASDAQ Capital Market, subject to official notice of issuance.
- (g) Termination. This Agreement shall not have been terminated as to such Purchaser in accordance with Section 6.19 herein.

ARTICLE VI.  
MISCELLANEOUS

6.1 Fees and Expenses. The Company and the Purchasers shall each pay the fees and expenses of their respective advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party in connection with the negotiation, preparation, execution, delivery and performance of this Agreement; provided, that, immediately subsequent to Closing, the Company shall reimburse up to \$250,000 of the Lead Investor's documented expenses incurred in connection herewith. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the sale and issuance of the Securities to the Purchasers.

6.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto and any side letter agreements or arrangements among the parties, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, discussions and representations, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. At or after the Closing, and without further consideration, the Company and the Purchasers will execute and deliver to the other such further documents as may be reasonably requested in order to give practical effect to the intention of the parties under the Transaction Documents.

6.3 Confidential Supervisory Information. The parties acknowledge and agree that no party shall disclose confidential supervisory information (including information identified in 12 C.F.R. Part 4 or 12 C.F.R. Part 261 Subpart C) of a governmental authority in connection herewith to the extent prohibited by applicable law. To the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply. However, the inability of any party to disclose confidential supervisory information shall not relieve any party from liability for any inaccurate representations or warranties or any other misstatements or omissions in connection with this Agreement and the transactions contemplated hereby.

6.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via e-mail (provided the sender receives an e-mail notification or confirmation of receipt of an e-mail transmission) at the e-mail address specified in this Section 6.4 prior to 5:00 P.M., New York City time, on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address specified in this Section 6.4 on a day that is not a Trading Day or later than 5:00 P.M., New York City time, on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company: BayFirst Financial Corp.  
700 Central Avenue

St. Petersburg, FL 3370  
Attention: Scott J. McKim, CFO

[redacted]

With a copy to: Igler and Pearlman, P.A.  
3122 Mahan Drive, Suite 801-180  
Tallahassee, FL 32308  
Attention: Richard Pearlman  
[redacted]

If to a Purchaser: To the address set forth under such Purchaser's name on the signature page hereof;

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

6.5 Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchasers of at least a majority in interest of the Securities still held by Purchasers or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right. No consideration shall be offered or paid to any Purchaser to amend or consent to a waiver or modification of any provision of any Transaction Document unless the same consideration is also offered to all Purchasers who then hold Securities.

6.6 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement or any of the Transaction Documents.

6.7 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. This Agreement, or any rights or obligations hereunder, may not be assigned by the Company without the prior written consent of each Purchaser. Any Purchaser may assign its rights hereunder in whole or in part to any Person to whom such Purchaser assigns or transfers any Securities in compliance with the Transaction Documents and applicable law, provided such transferee shall agree in writing to be bound, with respect to the transferred Securities, by the terms and conditions of this Agreement that apply to the "Purchasers".

6.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any

provision hereof be enforced by, any other Person, except (i) the Placement Agent is an intended third party beneficiary of Article III hereof and (ii) each Purchaser Indemnified Party is an intended third party beneficiary of Section 4.8.

6.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be commenced exclusively in the New York Courts. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

6.10 Survival. Subject to applicable statute of limitations, the representations, warranties, agreements and covenants contained herein shall survive the Closing and the delivery of the Securities.

6.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

6.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

6.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

6.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company and the Transfer Agent of such loss, theft or destruction and the execution by the holder thereof of a customary lost certificate affidavit of that fact and an agreement to indemnify and hold harmless the Company and the Transfer Agent for any losses in connection therewith or, if required by the Transfer Agent, a bond in such form and amount as is required by the Transfer Agent. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement Securities. If a replacement certificate or instrument evidencing any Securities is requested due to a mutilation thereof, the Company may require delivery of such mutilated certificate or instrument as a condition precedent to any issuance of a replacement.

6.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agree to waive in any action for specific performance of any such obligation (other than in connection with any action for a temporary restraining order) the defense that a remedy at law would be adequate.

6.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

6.17 Adjustments in Share Numbers and Prices. In the event of any stock split, subdivision, dividend or distribution payable in shares of Common Stock (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly shares of Common Stock), combination or other similar recapitalization or event occurring after the date hereof and prior to the Closing, each reference in any Transaction Document to a number of shares or a price per share shall be deemed to be amended to appropriately account for such event.

6.18 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Transaction Document. The decision of each Purchaser to purchase Securities pursuant to the Transaction Documents has been made by such Purchaser independently of any other Purchaser and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or any Subsidiary which may have been made or given by any other Purchaser or by any agent or employee of any other Purchaser, and no Purchaser and any of its agents or employees shall have any liability to any other Purchaser (or any other Person) relating to or arising from any such information, materials, statement or opinions. Nothing contained herein or in any Transaction Document,

and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Securities or enforcing its rights under the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. For reasons of administrative convenience only, Purchasers and their respective counsels have chosen to communicate with the Company through Alston & Bird LLP, counsel to the Placement Agent. Each Purchaser acknowledges that Alston & Bird LLP has rendered legal advice to the Placement Agent and not to such Purchaser in connection with the transactions contemplated hereby, and that each such Purchaser has relied for such matters on the advice of its own respective counsel.

6.19 Termination.

(a) This Agreement may be terminated and the sale and purchase of the Shares abandoned at any time prior to the Closing by either the Company or any Purchaser (with respect to itself only) upon written notice to the other, if the Closing has not been consummated on or prior to 5:00 P.M., New York City time, on the Outside Date; *provided, however*, that the right to terminate this Agreement under this Section 6.19 shall not be available to any Person whose failure to comply with its obligations under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such time. This Agreement may also be terminated by any Purchaser in the event that the Company or any of its Subsidiaries becomes subject to a regulatory enforcement action that has or would reasonably be expected to have a Material Adverse Effect. Nothing in this Section 6.19 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents. In the event of a termination pursuant to this Section 6.19, the Company shall promptly notify all non-terminating Purchasers. Upon a termination in accordance with this Section 6.19, the Company and the terminating Purchaser(s) shall not have any further obligation or liability (including arising from such termination) to the other, and no Purchaser will have any liability to any other Purchaser under the Transaction Documents as a result therefrom.

(b) Notwithstanding anything to the contrary in this Agreement (including Section 6.19(a)), if and to the extent the Lead Investor terminates its obligations, or otherwise fails to close, under this Agreement, then any Purchaser will have the right to terminate this Agreement.

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6.20

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**BAYFIRST FINANCIAL CORP**

By: /s/ Anthony Saravanos  
Anthony Saravanos  
Chairman of the Board of Directors

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*[Securities Purchase Agreement Signature Page]*

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**PURCHASER:**

By: \_\_\_\_\_  
Name:  
Title:

Aggregate Purchase Price (Subscription Amount): \$ \_\_\_\_\_

Number of Common Shares to be Acquired  
(at Common Stock Purchase Price (\$3.50)): 0 \_\_\_\_\_

Number of Series D Preferred Shares to be Acquired  
(at Preferred Stock Purchase Price (\$10,000)): \_\_\_\_\_

Number of Series E Preferred Shares to be Acquired  
(at Preferred Stock Purchase Price (\$10,000)): \_\_\_\_\_

Tax ID No.: \_\_\_\_\_  
Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Delivery Instructions:  
(if different than above)

c/o \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

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*[Securities Purchase Agreement Signature Page]*

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**EXHIBITS:**

- A: Form of Registration Rights Agreement
  - B-1: Accredited Investor Questionnaire
  - B-2: Stock Certificate Questionnaire
  - C: Form of Opinion of Company Counsel
  - D: Form of Irrevocable Transfer Agent Instructions
  - E: Form of Secretary's Certificate
  - F: Form of Officer's Certificate
  - G: Form of Lock-Up Agreement
  - H: List of Directors and Executive Officers Executing Lock-Up Agreements
  - I-1: Preferred Stock Articles of Amendment (Series D)
  - I-2: Preferred Stock Articles of Amendment (Series E)
  - J: Exchange Agreement
-

**EXHIBIT A**

FORM OF REGISTRATION RIGHTS AGREEMENT

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## FORM OF REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is made and entered into as of April \_\_, 2026, by and among BayFirst Financial Corp., a Florida corporation (the "*Company*"), and the several purchasers signatory hereto (each a "*Purchaser*" and collectively, the "*Purchasers*").

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of April \_\_, 2026, between the Company and each Purchaser (the "*Purchase Agreement*").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each of the Purchasers agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"*Advice*" has the meaning set forth in [Section 6\(d\)](#).

"*Affiliate*" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person.

"*Agreement*" has the meaning set forth in the Preamble.

"*Business Day*" means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

"*Closing Date*" has the meaning set forth in the Purchase Agreement.

"*Commission*" means the United States Securities and Exchange Commission.

"*Common Stock*" means the common stock of the Company, no par value, and any securities into which such common stock may hereinafter be reclassified.

"*Company*" has the meaning set forth in the Preamble.

"*Convertible Preferred Stock*" means the Series D and Series E.

"*Cutback Shares*" has the meaning set forth in [Section 2\(c\)](#).

"*Effective Date*" means the date that the Registration Statement filed pursuant to [Section 2\(a\)](#) is first declared effective by the Commission.

"*Effectiveness Deadline*" means, with respect to the Initial Registration Statement or the New Registration Statement, the sixtieth (60th) calendar day following the Filing Deadline (or, in the event the Commission reviews and has written comments to the Initial Registration Statement or the New Registration Statement, the ninetieth (90th) calendar day following the

Filing Deadline); *provided, however*, that if the Company is notified by the Commission that the Initial Registration Statement or the New Registration Statement will not be reviewed or is no longer subject to further review and comments, the Effectiveness Deadline as to such Registration Statement shall be the fifth (5th) Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above; *provided, further*, that if the Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business.

“*Effectiveness Period*” has the meaning set forth in [Section 2\(b\)](#).

“*Event*” has the meaning set forth in [Section 2\(c\)](#).

“*Event Date*” has the meaning set forth in [Section 2\(c\)](#).

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“*Exchange Agreement*” means that certain Exchange Agreement, dated as of April \_\_, 2026, by and between the Company and Kenneth R. Lehman.

“*FINRA*” has the meaning set forth in [Section 3\(i\)](#).

“*Filing Deadline*” means, with respect to the Initial Registration Statement required to be filed pursuant to [Section 2\(a\)](#), the earliest of (a) the thirtieth (30th) calendar day following the Stockholder Approvals (as defined in the Purchase Agreement), (b) the thirtieth (30th) calendar day following the Partial Conversion (as defined in the articles of amendment designating the Series D), or (c) December 15, 2026; *provided, however*, that if the Filing Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Filing Deadline shall be extended to the next business day on which the Commission is open for business. For the avoidance of doubt, the Filing Deadline shall only apply to the Registrable Securities then existing in the form of Common Stock, and the Filing Deadline with respect to the remaining, unconverted (or unexchanged) Underlying Preferred Shares shall be thirty (30) calendar days from the time such remaining, unconverted (or unexchanged) Underlying Preferred Shares are converted (or exchanged) into shares of Common Stock.

“*Holder*” or “*Holder*s” means the holder or holders, as the case may be, from time to time of Registrable Securities.

“*Indemnified Party*” has the meaning set forth in [Section 5\(c\)](#).

“*Indemnifying Party*” has the meaning set forth in [Section 5\(c\)](#).

“*Initial Registration Statement*” means the initial Registration Statement filed pursuant to [Section 2\(a\)](#) of this Agreement.

“*Liquidated Damages*” has the meaning set forth in [Section 2\(c\)](#).

“Losses” has the meaning set forth in [Section 5\(a\)](#).

“New Registration Statement” has the meaning set forth in [Section 2\(a\)](#).

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Principal Market” means the Trading Market on which the Common Stock is primarily listed on and quoted for trading, which, as of the Closing Date, shall be the NASDAQ Capital Market.

“Proceeding” means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

“Prospectus” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“Purchase Agreement” has the meaning set forth in the Recitals.

“Purchaser” or “Purchasers” has the meaning set forth in the Preamble.

“Registrable Securities” means all of (i) the Shares, (ii) the Underlying Preferred Shares and (iii) any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing, *provided*, that the Holder has completed and delivered to the Company a Selling Stockholder Questionnaire; and *provided, further*, that with respect to a particular Holder, such Holder’s Shares and Underlying Preferred Shares shall cease to be Registrable Securities upon the earliest to occur of the following: (A) a sale pursuant to a Registration Statement or Rule 144 under the Securities Act (in which case, only such security sold by the Holder shall cease to be a Registrable Security); (B) becoming eligible for resale by the Holder under Rule 144 without the requirement for the Company to be in compliance with the current public information required thereunder and without volume or manner-of-sale restrictions, pursuant to a written opinion letter to such effect by counsel to the Company, addressed, delivered and acceptable to the Transfer Agent; or (C) such securities cease to be outstanding.

“Registration Statements” means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation the Initial Registration

Statement, the New Registration Statement and any Remainder Registration Statements), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

“*Remainder Registration Statement*” has the meaning set forth in [Section 2\(a\)](#).

“*Required Investors*” has the meaning set forth in [Section 6\(f\)](#).

“*Rule 144*” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Rule 415*” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Rule 424*” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“*Securities Act*” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“*Selling Stockholder Questionnaire*” means a questionnaire in the form attached as [Annex B](#) hereto, or such other form of questionnaire as may reasonably be adopted by the Company from time to time.

“*Series D*” means the Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value per share, of the Company.

“*Series E*” means the Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value per share, of the Company.

“*Shares*” means the shares of Common Stock issued or issuable to the Purchasers pursuant to the Purchase Agreement.

“*Trading Day*” means a day on which the Common Stock is listed or quoted and traded on its Principal Market; *provided*, that in the event that the Common Stock is not listed or quoted on any Trading Market, then Trading Day shall mean a Business Day.

“*Trading Market*” means whichever of the New York Stock Exchange, the NYSE American, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market on which the Common Stock is listed or quoted for trading on the date in question.

“*Underlying Preferred Shares*” means the shares of Common Stock issued upon conversion of the Series D and the shares of Common Stock issued upon conversion or, pursuant to the terms and conditions of the Exchange Agreement, exchange of the Series E.

2. Registration.

(a) On or prior to each Filing Deadline, the Company shall prepare and file with the Commission a Registration Statement (or amendment to currently effective Registration Statement) covering the resale of all of the Registrable Securities not then registered on an existing and effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Required Investors may reasonably specify. The Initial Registration Statement shall be on Form S-3 (except if the Company is then ineligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on such other form available to register for resale the Registrable Securities as a secondary offering) subject to the provisions of Section 2(e) and shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Registration Statement) the “Plan of Distribution” section substantially in the form attached hereto as Annex A (which may be modified to respond to comments, if any, provided by the Commission). Notwithstanding the registration obligations set forth in this Section 2, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Holders and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (ii) withdraw the Initial Registration Statement and file a new registration statement (a “*New Registration Statement*”), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering; *provided, however*, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with Securities Act Rules Compliance and Disclosure Interpretation Question 612.09. If the Commission requires a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will first be reduced by Registrable Securities not acquired pursuant to the Purchase Agreement (whether pursuant to registration rights or otherwise), second by Registrable Securities represented by Underlying Preferred Shares (applied, in the case that some Underlying Preferred Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Underlying Preferred Shares held by such Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of Underlying Preferred Shares held by such Holders), and third by Registrable Securities represented by Shares (applied, in the case that some Shares may

be registered, to the Holders on a pro rata basis based on the total number of unregistered Shares held by such Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of Shares held by such Holders). In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as commercially reasonable efforts allow (and as further allowed by the Commission), one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "*Remainder Registration Statements*").

(b) The Company shall use its commercially reasonable efforts to cause each Registration Statement to be declared effective by the Commission as soon as practicable and, with respect to the Initial Registration Statement, no later than the Effectiveness Deadline (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act), and shall use its commercially reasonable efforts to keep each Registration Statement continuously effective under the Securities Act until the earlier of (i) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders and (ii) the date on which all Shares and Underlying Preferred Shares cease to be Registrable Securities (the "*Effectiveness Period*"). The Company shall request effectiveness of a Registration Statement as of 5:00 P.M. New York City time on a Trading Day. The Company shall notify the Holders via email of the effectiveness of a Registration Statement within 24 hours of any Registration Statement becoming or being declared effective. The Company shall file a final Prospectus with the Commission as required by Rule 424(b) and shall provide the Holders with copies of the final Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall promptly inform each Holder in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holder is required to deliver a Prospectus in connection with any disposition of Registrable Securities.

(c) If: (i) the Initial Registration Statement is not filed with the Commission on or prior to the Filing Deadline, (ii) the Initial Registration Statement is not declared effective by the Commission (or otherwise does not become effective) for any reason on or prior to the Effectiveness Deadline, (iii) after its Effective Date, (A) such Registration Statement ceases for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), to remain continuously effective as to all Registrable Securities included in such Registration Statement or (B) the Holders are not permitted to utilize the Prospectus therein to resell such Registrable Securities for more than an aggregate of thirty (30) consecutive calendar days or forty (40) calendar days (which need not be consecutive days) during any twelve (12) month period, or (iv) after the Filing Deadline, and only in the event a Registration Statement is not effective or available to sell all Registrable Securities, the Company fails to satisfy the current public information requirement pursuant to Rule 144(c)(1) as a result of which the Holders who are not affiliates are unable to sell Registrable Securities without restriction under Rule 144 (or any successor thereto), (any such failure or breach in

clauses (i) through (iv) above being referred to as an “Event,” and, for purposes of clauses (i), (ii) or (iv), the date on which such Event occurs, or for purposes of clause (iii), the date on which such thirty (30) or forty (40) calendar day period is exceeded, being referred to as an “Event Date”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the earlier of (1) the applicable Event is cured or (2) the Registrable Securities are eligible for resale pursuant to Rule 144 without manner of sale or volume restrictions, the Company shall pay to each Holder an amount in cash, as liquidated damages and not as a penalty (“Liquidated Damages”), equal to one percent (1.0%) of the aggregate purchase price paid by such Holder pursuant to the Purchase Agreement for any unregistered Registrable Securities then held by such Holder. The parties agree that (1) the Company will not be liable for Liquidated Damages under this Agreement with respect to any Convertible Preferred Stock or Underlying Preferred Shares (prior to their issuance), (2) notwithstanding anything to the contrary herein or in the Purchase Agreement, no Liquidated Damages shall be payable with respect to any period after the expiration of the Effectiveness Period, and in no event shall, the aggregate amount of Liquidated Damages (excluding Liquidated Damages payable in respect of an Event described in Section 2(c)(iv) herein) payable to a Holder exceed, in the aggregate, six percent (6%) of the aggregate purchase price paid by such Holder pursuant to the Purchase Agreement (and shall in no event exceed twelve percent (12%) of the aggregate purchase price paid by such Holder if there is an event described in Section 2(c)(iv) herein), and (3) in no event shall the Company be liable in any thirty (30) day period for Liquidated Damages under this Agreement in excess of one percent (1.0%) of the aggregate purchase price paid by the Holders pursuant to the Purchase Agreement. If the Company fails to pay any Liquidated Damages pursuant to this Section 2(c) in full within five (5) Business Days after the date payable, the Company will pay interest thereon at a rate of one and one-half percent (1.5%) per month (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such Liquidated Damages are due until such amounts, plus all such interest thereon, are paid in full. The Liquidated Damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a month prior to the cure of an Event, except in the case of the first Event Date. The Company shall not be liable for Liquidated Damages under this Agreement as to any Registrable Securities which are not permitted by the Commission to be included in a Registration Statement (“Cutback Shares”) from the time that it is determined that such Cutback Shares are not permitted to be registered until such time as the provisions of this Agreement as to the Remainder Registration Statements required to be filed hereunder are due to be filed and declared effective, applying similar timing requirements as those contained in Section 2(a), as appropriately extended, as if such Remainder Registration Statement was an Initial Registration Statement, in which case the provisions of this Section 2(c) shall once again apply, if applicable. In such case, the Liquidated Damages shall be calculated to only apply to the percentage of Registrable Securities which are permitted by the Commission to be included in such Remainder Registration Statement. With respect to a Holder, the Effectiveness Deadline for a Registration Statement shall be extended without default or Liquidated Damages hereunder in the event that the Company’s failure to obtain the effectiveness of the Registration Statement on a timely basis results from the failure of any Holder to timely provide the Company with information requested by the Company and necessary to complete the Registration Statement in accordance with the requirements of the

Securities Act (in which case the Effectiveness Deadline would be extended with respect to Registrable Securities held by such Holder).

(d) Each Holder agrees to furnish to the Company a completed Selling Stockholder Questionnaire not more than five (5) Trading Days following the date of this Agreement. At least ten (10) Trading Days prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company will notify each Holder of the information the Company requires from that Holder other than the information contained in the Selling Stockholder Questionnaire, if any, which shall be completed and delivered to the Company promptly upon request and, in any event, within three (3) Trading Days prior to the applicable anticipated filing date. Each Holder further agrees that it shall not be entitled to be named as a selling securityholder in the Registration Statement or use the Prospectus for offers and resales of Registrable Securities at any time, unless such Holder has returned to the Company a completed and signed Selling Stockholder Questionnaire and a response to any requests for further information as described in the previous sentence. If a Holder of Registrable Securities returns a Selling Stockholder Questionnaire or a request for further information, in either case, after its respective deadline, the Company shall use its commercially reasonable efforts to take such actions as are required to name such Holder as a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement the Registrable Securities identified in such late Selling Stockholder Questionnaire or request for further information. Each Holder acknowledges and agrees that the information in the Selling Stockholder Questionnaire or request for further information as described in this Section 2(d) will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

(e) In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall register the resale of the Registrable Securities on any other available form.

3. Registration Procedures

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Trading Days prior to the filing of each Registration Statement or any amendment or supplement thereto (except for Annual Reports on Form 10-K, and Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any similar or successor reports), (i) furnish to each Holder copies of such Registration Statement or amendment or supplement thereto, as proposed to be filed, which documents will be subject to the review and reasonable comment of such Holder (it being acknowledged and agreed that if a Holder does not object to or comment on the aforementioned documents within such five (5) Trading Day period, then the Holder shall be deemed to have consented to and approved the use of such documents) and (ii) use commercially reasonable efforts to cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary to conduct a reasonable investigation within the meaning of the Securities Act.

(b) (i) Prepare and file with the Commission such amendments (including post-effective amendments) and supplements, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424; (iii) respond as promptly as reasonably practicable to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible, provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to the Holders as “Selling Stockholders” but not any comments that would result in the disclosure to the Holders of material and non-public information concerning the Company; and (iv) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement until such time as all of such Registrable Securities shall have been disposed of (subject to the terms of this Agreement) in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; *provided, however*, that each Holder shall be responsible for the delivery of the Prospectus to the Persons to whom such Holder sells any of the Shares or the Underlying Preferred Shares (including in accordance with Rule 172 under the Securities Act), and each Holder agrees to dispose of Registrable Securities in compliance with the “Plan of Distribution” described in the Registration Statement and otherwise in compliance with applicable federal and state securities laws. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this [Section 3\(b\)](#)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission on the same day on which the Exchange Act report which created the requirement for the Company to amend or supplement such Registration Statement was filed.

(c) Notify the Holders (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably practicable (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day: (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a “review” of such Registration Statement and whenever the Commission comments in writing on any Registration Statement (in which case the Company shall provide to each of the Holders true and complete copies of all comments that pertain to the Holders as a “Selling Stockholder” or to the “Plan of Distribution” and all written responses thereto, but not information that the Company believes would constitute material and non-public information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or

Prospectus or for additional information that pertains to the Holders as “Selling Stockholders” or the “Plan of Distribution”; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; (v) of the occurrence of any event or passage of time that makes the financial statements included or incorporated by reference in a Registration Statement ineligible for inclusion or incorporation by reference therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus; *provided* that, any and all such information shall remain confidential to each Holder until such information otherwise becomes public, unless disclosure by a Holder is required by law; and *provided, further*, that notwithstanding each Holder’s agreement to keep such information confidential, each such Holder makes no acknowledgement that any such information is material, non-public information.

(d) Use commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as practicable.

(e) If requested by a Holder, furnish to such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; *provided*, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission’s EDGAR system.

(f) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holder in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or “Blue Sky” laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable

the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; *provided*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to taxation in any jurisdiction where it is not then so subject or file a general consent to service of process in any jurisdiction.

(g) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates or book entry statements, as applicable, representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statement, which certificates or book entry statements shall be free, to the extent permitted by the Purchase Agreement and under law, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request.

(h) Following the occurrence of any event contemplated by Section 3(c), as promptly as reasonably practicable (taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event), prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(c) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its commercially reasonable efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. For the avoidance of doubt, the Company's rights under Section 3(c) above shall include the ability to suspend the use of any Prospectus arising from the filing of a post-effective amendment to a Registration Statement to update the Prospectus therein to include the information contained in the Company's Annual Report on Form 10-K, which suspensions may extend for the amount of time reasonably required to respond to any comments of the staff of the Commission on such amendment.

(i) The Company may require each selling Holder to furnish to the Company a certified statement as to (i) the number of shares of Common Stock beneficially owned by such Holder and any Affiliate thereof, (ii) any Financial Industry Regulatory Authority ("*FINRA*") affiliations, (iii) any natural persons who have the power to vote or dispose of the common stock and (iv) any other information as may be requested by the Commission, FINRA or any state securities commission. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of Registrable Securities because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any Liquidated Damages that are accruing at such time as to such Holder only shall be tolled and any

Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such time as the Holder furnishes such information to the Company.

(j) The Company shall cooperate with any registered broker through which a Holder proposes to resell its Registrable Securities in effecting a filing with FINRA pursuant to FINRA Rule 5110 as requested by any such Holder and the Company shall pay the filing fee required for the first such filing within two (2) Business Days of the request therefor.

4. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts, selling commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals and all legal fees and expenses of legal counsel for any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company in connection with Section 3(j) above, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to the FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Required Investors), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting discounts, selling commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals or, except to the extent provided for in the Transaction Documents or provided for above in this Section 4, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the

officers, directors, agents, partners, members, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or preliminary prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or preliminary prospectus or in any amendment or supplement thereto (it being understood that each Holder has approved Annex A hereto for this purpose), or (B) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(vi), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 6(d) below, to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected, or (C) to the extent that any such Losses arise out of the Holder's (or any other indemnified Person's) failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required, pursuant to Rule 172 under the Securities Act (or any successor rule) to the Persons asserting an untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such Person if such statement or omission was corrected in such Prospectus or Supplement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 5(c)) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, notwithstanding any termination of this Agreement, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, that arise out of or are based solely upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any

preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any preliminary prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (A) to the extent, but only to the extent, that such untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or (B) to the extent, but only to the extent, that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or such preliminary prospectus or in any amendment or supplement thereto or (C) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(vi), to the extent, but only to the extent, related to the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 6(d) below, but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected, or (ii) Holder's failure to deliver or cause to be delivered the Prospectus or any amendment or supplement thereto made available by the Company in compliance with Section 6(e). In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "*Indemnified Party*"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "*Indemnifying Party*") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have reasonably determined, based upon the written advice of its counsel, that a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the

defense thereof and such counsel shall be at the expense of the Indemnifying Party); *provided*, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all documented fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 5(c)) shall be paid to the Indemnified Party, as incurred, within twenty (20) Trading Days of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder.

(d) **Contribution.** If a claim for indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 5 was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), (A) no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable

Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (B) no contribution will be made under circumstances where the maker of such contribution would not have been required to indemnify the Indemnified Party under the fault standards set forth in this Section 5. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section 5 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties and are not in diminution or limitation of the indemnification provisions under the Purchase Agreement.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations: Prohibition on Filing Other Registration Statements. Except to the extent contemplated by the Purchase Agreement or the disclosure schedules thereto, neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in a Registration Statement other than the Registrable Securities and the Company shall not prior to the Effective Date enter into any agreement providing any such right to any of its security holders. Except to the extent contemplated by the Purchase Agreement or the disclosure schedules thereto, the Company shall not file with the Commission a registration statement relating to an offering for its own account under the Securities Act of any of its equity securities other than a registration statement on Form S-8 or, in connection with an acquisition, on Form S-4 until the earlier of (i) the date that is thirty (30) days after the Initial Registration Statement or New Registration Statement, as the case may be, is declared effective or (ii) the date that all Registrable Securities held by non-affiliates are eligible for resale without volume or manner of sale restrictions under Rule 144 and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144. For the avoidance of doubt, the Company shall not be prohibited from preparing and filing with the Commission a registration statement relating to an offering of Common Stock by existing stockholders of the Company under the Securities Act pursuant to the terms of registration rights held by such stockholder or from filing amendments to registration statements filed prior to the date of this Agreement. The provisions of this Agreement shall not impact the terms of any lock-up agreement entered into by any Purchaser for the benefit of the Company on or about the date hereof.

(c) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement.

(d) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(iii)-(vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "*Advice*") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its commercially reasonable efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable.

(e) No Inconsistent Agreements. Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date hereof, enter into any agreement with respect to its securities that conflicts with the provisions hereof.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders of a majority of the then outstanding Registrable Securities (the "*Required Investors*"), provided that any party may give a waiver as to itself.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights (except by merger, consolidation, share exchange or similar business combination transaction or in connection with another entity acquiring all or substantially all of the Company's assets) or obligations hereunder without the prior written consent of the Required Investors. Each Holder may assign its respective rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement; provided in each case that (i) the Holder agrees in writing with the transferee or assignee to assign such rights and related obligations under this Agreement, and for the transferee or assignee to assume such obligations, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration

rights are being transferred or assigned, (iii) at or before the time the Company received the written notice contemplated by clause (ii) of this sentence, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein and (iv) the transferee is an "accredited investor," as that term is defined in Rule 501 of Regulation D.

(i) Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. Counterparts may be delivered via facsimile, e-mail (including pdf or any electronic signature covered by the U.S. ESIGN Act of 2000 or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(j) Governing Law: WAIVER OF JURY TRIAL. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with Section 6.9 of the Purchase Agreement. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(k) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties hereto that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

(n) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. The decision of each Purchaser to purchase the Securities pursuant to the Transaction Documents has been made independently of any other Purchaser. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any

other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Securities or enforcing its rights under the Transaction Documents. Each Purchaser shall be entitled to protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Purchasers has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser.

(o) Entire Agreement. This Agreement and the Purchase Agreement (and the other Transaction Documents) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto. There are no restrictions, promises, warranties or undertakings, other than as set forth or referred to herein and in the Purchase Agreement (and the other Transaction Documents).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

BAYFIRST FINANCIAL CORP.

By: \_\_  
Name:  
Title:

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IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

NAME OF INVESTING ENTITY

—  
AUTHORIZED SIGNATORY

By: \_\_  
Name:  
Title:

ADDRESS FOR NOTICE

c/o: \_\_  
Street: \_\_  
City/State/Zip: \_\_  
Attention: \_\_  
Tel: \_\_  
Fax: \_\_  
Email: \_\_

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PLAN OF DISTRIBUTION

We are registering the shares of Common Stock issued to the selling stockholders to permit the resale of these shares of Common Stock by the holders of the shares of Common Stock from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of Common Stock. We will bear all fees and expenses incident to our obligation to register the shares of Common Stock.

The selling stockholders may sell all or a portion of the shares of Common Stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of Common Stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of Common Stock may be sold on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions. The selling stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether such options are listed on an options exchange or otherwise;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, as permitted by that rule, or Section 4(a)(1) under the Securities Act, if available, rather than under this prospectus, provided that they meet the criteria and conform to the requirements of those provisions.

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Broker-dealers engaged by the selling stockholders may arrange for other broker-dealers to participate in sales. If the selling stockholders effect such transactions by selling shares of Common Stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of Common Stock for whom they may act as agent or to whom they may sell as principal. Such commissions will be in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction will not be in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with sales of the shares of Common Stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the shares of Common Stock in the course of hedging in positions they assume. The selling stockholders may also sell shares of Common Stock short and if such short sale shall take place after the date that this Registration Statement is declared effective by the Commission, the selling stockholders may deliver shares of Common Stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also loan or pledge shares of Common Stock to broker-dealers that in turn may sell such shares, to the extent permitted by applicable law. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling stockholders have been advised that they may not use shares registered on this registration statement to cover short sales of our Common Stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of Common Stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of Common Stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended, amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the shares of Common Stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling stockholders and any broker-dealer or agents participating in the distribution of the shares of Common Stock may be deemed to be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act in connection with such sales. In such event, any commissions paid, or any discounts or concessions allowed to, any such broker-dealer or agent

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and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(a)(11) of the Securities Act will be subject to the applicable prospectus delivery requirements of the Securities Act including Rule 172 thereunder and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Each selling stockholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute shares of Common Stock. Upon the Company being notified in writing by a selling stockholder that any material arrangement has been entered into with a broker-dealer for the sale of common stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such selling stockholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such shares of Common Stock were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed eight percent (8.0%).

Under the securities laws of some states, the shares of Common Stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of Common Stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholder will sell any or all of the shares of Common Stock registered pursuant to the registration statement, of which this prospectus forms a part.

Each selling stockholder and any other person participating in such distribution will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of shares of Common Stock by the selling stockholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of Common Stock to engage in market-making activities with respect to the shares of Common Stock. All of the foregoing may affect the marketability of the shares of Common Stock and the ability of any person or entity to engage in market-making activities with respect to the shares of Common Stock.

We will pay all expenses of the registration of the shares of Common Stock pursuant to the registration rights agreement, including, without limitation, Securities and Exchange

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Commission filing fees and expenses of compliance with state securities or "blue sky" laws; *provided, however*, that each selling stockholder will pay all underwriting discounts and selling commissions, if any and any related legal expenses incurred by it. We will indemnify the selling stockholders against certain liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreement, or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling stockholders specifically for use in this prospectus, in accordance with the related registration rights agreement, or we may be entitled to contribution.

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SELLING STOCKHOLDER NOTICE AND QUESTIONNAIRE

The undersigned holder of shares of the common stock, no par value, of BayFirst Financial Corp., a Florida corporation (the “*Company*”), issued pursuant to a certain Securities Purchase Agreement by and among the Company and the Purchasers named therein, dated as of April \_\_, 2026 (the “*Agreement*”), understands that the Company intends to file with the Securities and Exchange Commission a registration statement (the “*Resale Registration Statement*”) for the registration and the resale of the Registrable Securities in accordance with the terms of a Registration Rights Agreement, in the form attached to the Agreement (the “*Registration Rights Agreement*”). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Resale Registration Statement, a holder of Registrable Securities generally will be required to be named as a selling stockholder in the related prospectus or a supplement thereto (as so supplemented, the “*Prospectus*”), deliver the Prospectus to purchasers of Registrable Securities (including pursuant to Rule 172 under the Securities Act) and be bound by the provisions of the Agreement and the Registration Rights Agreement (including certain indemnification provisions). Holders must complete and deliver this Selling Stockholder Notice and Questionnaire (this “*Questionnaire*”) in order to be named as selling stockholders in the Prospectus. **Holders of Registrable Securities who do not complete, execute and return this Questionnaire within five (5) Trading Days following the date of the Registration Rights Agreement (1) will not be named as selling stockholders in the Resale Registration Statement or the Prospectus and (2) may not use the Prospectus for resales of Registrable Securities.**

Certain legal consequences arise from being named as a selling stockholder in the Resale Registration Statement and the Prospectus. Holders of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not named as a selling stockholder in the Resale Registration Statement and the Prospectus.

**NOTICE**

The undersigned holder (the “*Selling Stockholder*”) of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities owned by it and listed below in Item (3), unless otherwise specified in Item (3), pursuant to the Resale Registration Statement. The undersigned, by signing and returning this Questionnaire, understands and agrees that it will be bound by the terms and conditions of this Questionnaire, the Agreement and the Registration Rights Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

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**QUESTIONNAIRE**

**1. Name.**

(a) Full Legal Name of Selling Stockholder:

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(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities listed in Item 3 below are held:

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**2. Address for Notices to Selling Stockholder:**

Telephone:

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Contact Person:

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E-mail address of Contact Person:

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**3. Beneficial Ownership of Registrable Securities:**

(a) Type and Number of Registrable Securities beneficially owned and issued pursuant to the Agreement:

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(b) Number of shares of Common Stock to be registered pursuant to this Questionnaire:

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**4. Broker-Dealer Status:**

(a) Are you a broker-dealer?

Yes  No

(b) If "yes" to Section 4(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes  No

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer? For purposes of this Questionnaire, an "affiliate" of a specified person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified.

Yes  No

Note: If yes, provide a narrative explanation below:

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(d) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes  No

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

Note: If yes, provide a narrative explanation below:

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**5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Stockholder.**

*Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.*

Type and amount of other securities beneficially owned:

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**6. Relationships with the Company:**

*Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.*

State any exceptions here:

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**7. Plan of Distribution:**

*The undersigned has reviewed the form of Plan of Distribution attached as Annex A to the Registration Rights Agreement, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.*

State any exceptions here:

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**8. Potential Nature of Beneficial Holding:** The purpose of this question is to identify the ultimate natural person(s) or publicly held entity that will exercise(s) sole or shared voting or dispositive power over the Registrable Securities.

(a) Is the undersigned required to file, or is it a wholly-owned subsidiary of a company that is required to file, periodic and other reports (for example, Forms 10-K, 10-Q, 8-K) with the Commission pursuant to section 13(a) or 15(d) of the Exchange Act?

Yes  No

(b) State whether the undersigned is a subsidiary of an investment company, registered under the Investment Company Act of 1940:

Yes  No

If a subsidiary, please identify the publicly-held parent entity:

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If you answered "Yes" to questions 8(a) and 8(b), you may skip question 8(c) and 8(d).

- (c) Please identify the controlling person(s) of the undersigned (the "Controlling Entity"). If the Controlling Entity is not a natural person or a publicly held entity, please identify each controlling person(s) of such Controlling Entity. This process should be repeated until you reach natural persons or a publicly held entity that will exercise sole or shared voting or dispositive power over the Registrable Securities:

\_\_\_\_\_

\_\_\_\_\_

- (d) Please provide contact information for all controlling persons and Controlling Entities identified in question 8(c), including (i) name of controlling person or Controlling Entity (including contact person for Controlling Entities), (ii) mailing address, (iii) e-mail address, and (iv) telephone number.

\_\_\_\_\_

\_\_\_\_\_

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The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and to furnish any supplementary information reasonably requested by the Company. All notices hereunder shall be made in writing, by hand delivery, confirmed email transmission, first-class mail or air courier guaranteeing overnight delivery, postage prepaid and return receipt collected at the address set forth below. In the absence of any such notification, the Company shall be entitled to continue to rely on the accuracy of the information in this Questionnaire.

By signing below, the undersigned consents to the disclosure of the information contained in this Questionnaire and the inclusion of such information in the Resale Registration Statement and the Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and Prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Resale Registration Statement. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the Commission pursuant to the Securities Act.

\_\_\_\_\_

The undersigned hereby acknowledges and is advised of the following Interpretation A.65 of the July 1997 SEC Manual of Publicly Available Telephone Interpretations regarding short selling:

*"An issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date."*

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing interpretation.

[Signature Page Follows]

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IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Beneficial Owner:

By:

\_\_\_\_\_  
Name:  
Title:

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**EXHIBIT B-1**

ACCREDITED INVESTOR QUESTIONNAIRE

(ALL INFORMATION WILL BE TREATED CONFIDENTIALLY)

To: BayFirst Financial Corp.

This Investor Questionnaire ("*Questionnaire*") must be completed by each potential investor in connection with the offer and sale of (i) shares of the common stock, no par value per share and (ii) shares of the Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value per share, or Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value per share (the "*Preferred Stock*" and, collectively, the "*Securities*"), of BayFirst Financial Corp., a Florida corporation (the "*Corporation*"). The Securities are being offered and sold by the Corporation without registration under the Securities Act of 1933, as amended (the "*Act*"), and the securities laws of certain states, in reliance on the exemptions contained in Section 4(a)(2) of the Act and on Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws. The Corporation must determine that a potential investor meets certain suitability requirements before offering or selling Securities to such investor. The purpose of this Questionnaire is to assure the Corporation that each investor will meet the applicable suitability requirements. The information supplied by you will be used in determining whether you meet such criteria, and reliance upon the private offering exemptions from registration is based in part on the information herein supplied.

This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security. Your answers will be kept strictly confidential. However, by signing this Questionnaire, you will be authorizing the Corporation to provide a completed copy of this Questionnaire to such parties as the Corporation deems appropriate in order to ensure that the offer and sale of the Securities will not result in a violation of the Act or the securities laws of any state and that you otherwise satisfy the suitability standards applicable to purchasers of the Securities. All potential investors must answer all applicable questions and complete, date and sign this Questionnaire. Please print or type your responses and attach additional sheets of paper if necessary to complete your answers to any item.

**PART A. BACKGROUND INFORMATION**

Name of Beneficial Owner of the Securities: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(Number and Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

Telephone Number: ( ) \_\_\_\_\_

*If a corporation, partnership, limited liability company, trust or other entity:*

Type of entity: \_\_\_\_\_

State of formation: \_\_\_\_\_ Approximate Date of formation: \_\_\_\_\_

Were you formed for the purpose of investing in the securities being offered?

Yes \_\_\_\_\_ No \_\_\_\_\_

*[If an individual:]*

Residence Address: \_\_\_\_\_  
(Number and Street) \_\_\_\_\_ (City) (State) (Zip Code)

Telephone Number: ( ) \_\_\_\_\_

Age: \_\_\_\_\_ Citizenship: \_\_\_\_\_ Where registered to vote: \_\_\_\_\_

Set forth in the space provided below the state(s), if any, in the United States in which you maintained your residence during the past two years and the dates during which you resided in each state:

Are you a director or executive officer of the Corporation?

Yes \_\_\_ No \_\_\_

Social Security or Taxpayer Identification No. \_\_\_\_\_

**PART B. ACCREDITED INVESTOR QUESTIONNAIRE**

In order for the Company to offer and sell the Securities in conformance with state and federal securities laws, the following information must be obtained regarding your investor status. Please initial each category applicable to you as a Purchaser of Securities of the Company.

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;
- (3) An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;
- (4) An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;
- (5) An insurance company as defined in Section 2(13) of the Securities Act;
- (6) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

- \_\_\_ (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- \_\_\_ (8) A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- \_\_\_ (9) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- \_\_\_ (10) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- \_\_\_ (11) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- \_\_\_ (12) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- \_\_\_ (13) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Regulation D;
- \_\_\_ (14) An entity, of a type not listed above, not formed for the specific purpose of acquiring the Securities, owning investments in excess of \$5,000,000;
- \_\_\_ (15) A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of his purchase exceeds \$1,000,000;
- \_\_\_ (16) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with that person's spouse or spousal equivalent in excess of \$300,000, in each of those years, and has a reasonable expectation of reaching the same income level in the current year;
- \_\_\_ (17) A director, manager, executive officer, or general partner of the Company, or a director, manager, executive officer, or general partner of the manager of the Company;
- \_\_\_ (18) A natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational

institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status. For purposes of this certification, the Securities and Exchange Commission has announced that the following professional licenses meet the attributes to qualify natural persons holding such licenses in good standing as accredited investors: General Securities Representative license (Series 7), Private Securities Offerings Representative license (Series 82), and Investment Adviser Representative license (Series 65);

- \_\_\_(19) A natural person who is “knowledgeable employee,” as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such act;
- \_\_\_(20) A “family office,” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940: (A) with assets under management in excess of \$5,000,000, (B) that is not formed for the specific purpose of acquiring the Securities, and (C) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- \_\_\_(21) A “family client,” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in subsection (20) above and whose prospective investment in the Company is directed by such family office pursuant to subsection (20) above;
- \_\_\_(22) An entity in which all of the equity owners qualify under any of the above subparagraphs. If the undersigned belongs to this investor category only, list the equity owners of the undersigned, and the investor category which each such equity owner satisfies.

**A. FOR EXECUTION BY AN INDIVIDUAL:**

— By —  
Date  
Print Name: —

**B. FOR EXECUTION BY AN ENTITY:**

Entity Name: —

— By —  
Date  
Print Name: —  
Title: —

**C. ADDITIONAL SIGNATURES (if required by partnership, corporation or trust document):**

Entity Name: —

— By —  
Date  
Print Name: —  
Title: —

Entity Name: —

— By —  
Date  
Print Name: —  
Title: —

**EXHIBIT B-2**

STOCK CERTIFICATE QUESTIONNAIRE

Pursuant to Section 2.2(b) of the Agreement, please provide us with the following information:

1. The exact name that the Securities are to be registered in (this is the name that will appear on the stock certificate(s)). You may use a nominee name if appropriate:
2. The relationship between the Purchaser of the Securities and the Registered Holder listed in response to Item 1 above:
3. The mailing address, telephone and telecopy number of the Registered Holder listed in response to Item 1 above:
4. The Tax Identification Number (or, if an individual, the Social Security Number) of the Registered Holder listed in response to Item 1 above:

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EXHIBIT C

FORM OF OPINION OF COMPANY COUNSEL

1. The Company validly exists as a corporation in good standing under the laws of the State of Florida.
2. The Company is a registered bank holding company under the Bank Holding Company Act of 1956, as amended.
3. The Bank is an insured depository institution under the provisions of the Federal Deposit Insurance Act, and the Bank's deposit accounts are insured up to applicable limits by the Federal Deposit Insurance Corporation.
4. The Company has (A) the corporate power to execute and deliver the Transaction Documents and, to perform its obligations under those Transaction Documents including, without limitation, the issuance of the Shares, (B) taken all corporate action necessary to authorize the execution, delivery and performance of the Transaction Documents and (C) executed and delivered the Transaction Documents (subject, with respect to subsections (A) and (B), to the need to obtain the Stockholder Approvals, file with the FDS the Articles Amendment, and receive from the FDS a certificate of amendment issued with respect thereto).
5. Each of the Agreement and the Registration Rights Agreement has been duly authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by (A) bankruptcy, insolvency, fraudulent or voluntary conveyance, moratorium, liquidation, reorganization or similar federal or state laws affecting the enforcement of creditors' rights in general, (B) general principles of equity, whether applied by a court of law or equity, including the possible unavailability of specific performance, appointment of a receiver or injunctive relief, (C) the exercise of discretionary powers by any court before which specific performance, injunctive relief or other equitable remedies may be sought, (D) other equitable remedies and defenses, (E) procedural requirements of law applicable to the enforcement of creditors' remedies, (F) principles of diligence, good faith, reasonableness, fair dealing, conscionability and materiality, (G) judicial discretion inherent in the forum addressing enforceability, and (H) the effect of public policy on the enforceability of provisions relating to indemnification or contribution.
6. The Company's execution and delivery of the Transaction Documents and consummation of the transactions contemplated thereby, including without limitation the issuance of the Shares, (A) upon obtaining the Stockholder Approvals, filing with the FDS the Articles Amendment, and receiving from the FDS a certificate of amendment issued with respect thereto, will not result in a violation of the Articles of Incorporation (as they are to be amended by the Articles Amendment) or Bylaws of the Company, (B) do not result in a breach of any of the terms or provisions of, constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company under, any of the agreements and contracts identified on Schedule A attached hereto, (C) do not violate any existing obligation of the Company under any court order or judgment of any governmental agency or court having jurisdiction over the Company that is identified on Schedule B attached hereto, which exhibit lists all court orders or judgments that the Company has certified to us are applicable to it, or (D) do not result

in a violation of any Applicable Law, except with respect to subsections (B) or (D), for such violations as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

7. Except as set forth in Section 3.1(e) and 4.13 of the Agreement, no approval, consent, authorization or order of, or filing with, any governmental authority having jurisdiction or authority over the Company is required by any Applicable Law in connection with the Company's execution and delivery of the Transaction Documents and consummation of the transactions contemplated thereby, including without limitation the issuance of the Shares.

8. Assuming the accuracy of the representations and warranties of, and compliance with the covenants and agreements by, each of the Purchasers and the Company set forth in the Agreement, it is not necessary in connection with the offer, sale and delivery of the Shares to the Purchasers pursuant to the Agreement to register the Shares under the Securities Act, it being understood that we express no opinion as to any subsequent transfer, sale or conveyance of the Shares.

9. The issuance of the Common Shares has been duly authorized and the Common Shares, when issued and paid for in accordance with the terms of the Agreement, will be validly issued, fully paid and non-assessable, free of any preemptive rights under the Company's Articles of Incorporation or Bylaws, under the Florida Business Corporation Act (the "FBCA") or any of the agreements and contracts identified on Schedule A attached hereto (except as noted therein).

10. The issuance of the Preferred Shares has been duly authorized and the Preferred Shares, when issued and paid for in accordance with the terms of the Agreement, will be validly issued, fully paid and non-assessable, free of any preemptive rights under the Company's Articles of Incorporation or Bylaws, under the FBCA or any of the agreements and contracts identified on Schedule A attached hereto (except as noted therein).

11. Subject to the need to obtain the Stockholder Approvals, file with the FDS the Articles Amendment, and receive from the FDS a certificate of amendment issued with respect thereto, (A) the issuance of the Underlying Preferred Shares upon conversion of the Preferred Shares in accordance with their terms has been duly authorized on the part of the Company, (B) the Underlying Preferred Shares have been duly reserved for issuance by all necessary corporate action on the part of the Company and (C) the Underlying Preferred Shares, when issued upon conversion of the Preferred Shares in accordance with the terms of the Preferred Shares, will be validly issued, fully paid and non-assessable, and free of any preemptive rights under the Company's Articles of Incorporation or Bylaws, under the FBCA or any of the agreements and contracts identified on Schedule A attached hereto (except as noted therein).

12. The Company is not, and upon the issuance of the Shares pursuant to the Agreement will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

6.21

**EXHIBIT D**

FORM OF IRREVOCABLE TRANSFER AGENT INSTRUCTIONS

As of \_\_\_\_\_, \_\_\_\_

Continental Stock Transfer & Trust  
1 State Street, 30th Floor  
New York, NY 10004-1561  
Attn: \_\_\_\_\_

Ladies and Gentlemen:

Reference is made to that certain Securities Purchase Agreement, dated as of \_\_\_\_\_, 2026 (the "*Agreement*"), by and among BayFirst Financial Corp., a Florida corporation (the "*Company*"), and the purchasers named on the signature pages thereto (collectively, and including permitted transferees, the "*Holder*s"), pursuant to which the Company is issuing to the Holders (i) shares (the "*Common Shares*") of Common Stock of the Company, no par value per share (the "*Common Stock*") and (ii) shares of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D ("*Series D*"), or Mandatorily Convertible Cumulative Perpetual Preferred Stock], Series E ("*Series E*"), of the Company, each no par value per share (the "*Preferred Stock*" and the shares of Common Stock into which such shares of Preferred Stock are converted, the "*Underlying Preferred Shares*"), or (Z) after the conversion of the applicable Preferred Stock into Common Stock pursuant to the provisions of the Company's Articles of Incorporation as then in effect, shares of Common Stock ("*Common Preferred Shares*").

This letter shall serve as our irrevocable authorization and direction to you (provided that you are the transfer agent of the Company at such time and the conditions set forth in this letter are satisfied), subject to any stop transfer instructions that we may issue to you from time to time, if any:

- (i) to issue certificates representing shares of Common Stock upon transfer or resale of the Common Shares; and
- (ii) after the conversion of the Preferred Stock into Common Stock pursuant to the provisions of the Company's Articles of Incorporation as then in effect, to issue certificates representing shares of Common Stock upon transfer or resale of the Underlying Preferred Shares.

You acknowledge and agree that so long as you have received (a) written confirmation from the Company's legal counsel that either (1) a registration statement covering resales of the Common Shares and the Underlying Preferred Shares has been declared effective by the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Securities Act*"), or (2) the Common Shares and the Underlying Preferred Shares have been sold in conformity with Rule 144 under the Securities Act ("*Rule 144*") or are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such securities and without volume or manner-of-sale restrictions and (b) if applicable, a copy of such registration statement, then, unless otherwise required by law, within three (3) Trading Days of your receipt of a notice of transfer or the Exercise Notice, you shall issue the certificates representing the Common Shares and/or the Underlying Preferred Shares, as the case may be, registered in the names of such Holders or transferees, as the case may be, and such certificates shall not bear any legend restricting transfer of the Common Shares or the Underlying Preferred Shares thereby and should not be subject to any stop-transfer restriction; *provided, however*, that if such Common Shares and Underlying Preferred Shares are not registered for resale under the Securities Act or able to be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule

144 as to such securities and without volume or manner-of-sale restrictions, then the certificates for such Common Shares and/or Underlying Preferred Shares shall bear the following legend:

[NEITHER THESE SECURITIES NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THESE SECURITIES HAVE BEEN REGISTERED] [THESE SECURITIES HAVE NOT BEEN REGISTERED] UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

The shares of Preferred Stock shall bear the foregoing legend.

A form of written confirmation from the Company's outside legal counsel that a registration statement covering resales of the Common Shares and Underlying Preferred Shares has been declared effective by the Commission under the Securities Act is attached hereto as Annex I.

Please be advised that the Holders are relying upon this letter as an inducement to enter into the Agreement and, accordingly, each Holder is a third party beneficiary to these instructions.

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions.

Very truly yours,  
BAYFIRST FINANCIAL CORP

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

Continental Stock Transfer & Trust

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

Annex I

FORM OF NOTICE OF EFFECTIVENESS OF REGISTRATION STATEMENT

Continental Stock Transfer & Trust  
1 State Street, 30th Floor  
New York, NY 10004-1561  
Attn: \_\_\_\_\_

Re: BayFirst Financial Corp.

Ladies and Gentlemen:

We are counsel to BayFirst Financial Corp., a Florida corporation (the "*Company*"), and have represented the Company in connection with that certain Securities Purchase Agreement, dated as of \_\_\_\_\_, entered into by and among the Company and the purchasers named therein (collectively, the "*Purchasers*") pursuant to which the Company issued to the Purchasers (i) shares (the "*Common Shares*") of Common Stock of the Company, no par value per share (the "*Common Stock*") and (ii) shares of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D ("*Series D*"), or Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E ("*Series E*"), of the Company, each no par value per share (the "*Preferred Stock*" and the shares of Common Stock into which such shares of Preferred Stock are converted, the "*Underlying Preferred Shares*"). Pursuant to that certain Registration Rights Agreement of even date, the Company agreed to register the resale of the Common Shares and the Underlying Preferred Shares (collectively, the "*Registrable Securities*"), under the Securities Act of 1933, as amended (the "*Securities Act*"). In connection with the Company's obligations under the Registration Rights Agreement, on \_\_\_\_\_, the Company filed a Registration Statement on Form S-\_\_\_\_ (File No. 333-\_\_\_\_\_) (the "*Registration Statement*") with the Securities and Exchange Commission (the "*Commission*") relating to the Registrable Securities which names each of the Purchasers as a selling stockholder thereunder.

In connection with the foregoing, we advise you that a member of the Commission's staff has advised us by telephone that the Commission has entered an order declaring the Registration Statement effective under the Securities Act at \_\_\_\_ [a.m.][p.m.] on \_\_\_\_\_, and we have no knowledge, after telephonic inquiry of a member of the staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the Commission and the Registrable Securities are available for resale under the Securities Act pursuant to the Registration Statement.

This letter shall serve as our standing notice to you that \_\_\_\_\_ may be freely transferred by the Purchasers pursuant to the Registration Statement. You need not require further letters from us to effect any future legend-free issuance or reissuance of \_\_\_\_\_ to the Purchasers or the transferees of the Purchasers, as the case may be, as contemplated by the Company's Irrevocable Transfer Agent Instructions dated \_\_\_\_\_, \_\_\_\_\_, provided at the time of such reissuance, the Company has not otherwise notified you that the Registration Statement is unavailable for the resale of \_\_\_\_\_. This letter shall serve as our standing instructions with regard to this matter.

Very truly yours,

**EXHIBIT E**

FORM OF SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of BayFirst Financial Corp., a Florida corporation (the "*Company*"), and that as such he/she is authorized to execute and deliver this certificate in the name and on behalf of the Company and in connection with the Securities Purchase Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_, by and among the Company and the investors party thereto (the "*Securities Purchase Agreement*"), and further certifies in her official capacity, in the name and on behalf of the Company, the items set forth below. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Securities Purchase Agreement.

1. Attached hereto as Exhibit A is a true, correct and complete copy of the resolutions duly adopted by the Board of Directors of the Company at a meeting of the Board of Directors held on \_\_\_\_\_. Such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Articles of Incorporation of the Company, together with any and all amendments thereto currently in effect, and, except as contemplated by the Stockholder Approvals, no action has been taken to further amend, modify or repeal such Articles of Incorporation, the same being in full force and effect in the attached form as of the date hereof.
3. Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws of the Company and any and all amendments thereto currently in effect, and no action has been taken to further amend, modify or repeal such Bylaws, the same being in full force and effect in the attached form as of the date hereof.
4. Each person listed below has been duly elected or appointed to the position(s) indicated opposite his or her name and is duly authorized to sign the Securities Purchase Agreement and each of the Transaction Documents on behalf of the Company, and the signature appearing opposite such person's name below is such person's genuine signature.

**Name**

**Position**

Chief Executive Officer  
President and Chief Operating Officer  
EVP and Chief Financial Officer  
Chairman of the Board of Directors

**Signature**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has hereunto set her hand as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Secretary

I, [Insert Name], Chairman of the Board of Directors, hereby certifies that [Insert Name] is the duly elected, qualified and acting Secretary of the Company and that the signature set forth above is her true signature.

\_\_\_\_\_  
Chairman of the Board of Directors



Articles of Incorporation

Bylaws

**EXHIBIT F**

FORM OF OFFICER'S CERTIFICATE

The undersigned, the Chairman of the Board of Directors of BayFirst Financial Corp., a Florida corporation (the "*Company*"), pursuant to Section 5.1(k) of the Securities Purchase Agreement, dated as of \_\_\_\_\_, by and among the Company and the Purchasers signatory thereto (the "*Securities Purchase Agreement*"), hereby represents, warrants and certifies as follows (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Securities Purchase Agreement):

1. The representations and warranties of the Company contained in the Securities Purchase Agreement are true and correct in all material respects (except for those representations and warranties which are qualified as to materiality, in which case, such representations and warranties shall be true and correct in all respects) as of the date when made and as of the date hereof, as though made on and as of such date, except for such representations and warranties that speak as of a specific date.
2. As of the date hereof, the number of shares and type of all authorized, issued and outstanding capital stock, options and other securities of the Company (whether or not presently convertible into or exercisable or exchangeable for shares of capital stock of the Company) is set forth in Schedule 3.1(g) hereto.
3. The Company has performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by it at or prior to the date hereof.
4. No bank regulatory authority has threatened orally or in writing or otherwise informed the Company or any of its Subsidiaries that it is contemplating any cease-and-desist or other order or enforcement action, except to the extent that such action would not result in a Material Adverse Effect or require maintenance of heightened capital ratios which would be achieved upon consummation the transactions contemplated by the Securities Purchase Agreement, and neither the Company nor any of its Subsidiaries shall have been threatened orally or in writing or otherwise informed by any bank regulatory authority that it intends to assess a civil money penalty against the Company or any of its Subsidiaries.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Chairman of the Board of Directors

Schedule 3.1(g)

Capitalization

Common Stock

Total Authorized:	15,000,000
Outstanding:	4,108,072
Subject to warrants, options, convertible securities, etc.:	9,656
Reserved for benefit plans and other issuances:	334,663
Remaining authorized but unissued:	10,547,609

Preferred Stock

Total Authorized:	1,000,000
Outstanding:	16,051
Reserved for issuance:	0
Remaining authorized but unissued:	983,949

EXHIBIT G

FORM OF LOCK-UP AGREEMENT

\_\_\_\_\_,  
Hovde Group, LLC  
[●]

Re: Private Placement of Securities

Ladies and Gentlemen:

The undersigned understands that Hovde Group, LLC proposes to act as the exclusive placement agent (the "*Placement Agent*"), for BayFirst Financial Corp., a Florida corporation (the "*Company*"), in connection with a proposed private placement (the "*Offering*") of (i) shares (the "*Common Shares*") of Common Stock of the Company, no par value per share (the "*Common Stock*"), (ii) shares (the "*Preferred Shares*") of Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D ("*Series D*"), or Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E ("*Series E*"), of the Company, each no par value per share (the "*Preferred Stock*" and the shares of Common Stock into which the Preferred Shares are converted, the "*Underlying Preferred Shares*") The Common Shares and the Preferred Shares are referred to herein as the "*Securities*."

In order to induce the Placement Agent to continue its efforts in connection with the Offering, the undersigned hereby agrees that for a period (the "*Lock-Up Period*") of thirty (30) days following the date of effectiveness of the registration statement registering the resale of the Common Shares and the Underlying Preferred Shares filed by the Company with the Securities and Exchange Commission in connection with such Offering, the undersigned will not, without the prior written consent of the Placement Agent, directly or indirectly, (1) offer, sell, contract to sell, pledge, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of any shares of the Common Stock, or any securities convertible into or exercisable or exchangeable for the Common Stock, including, without limitation, the Preferred Shares and shares of Common Stock or any such securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations promulgated under the Securities Act of 1933, as the same may be amended or supplemented from time to time (such shares of Common Stock and other securities, the "*Beneficially Owned Shares*"); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Beneficially Owned Shares, regardless of whether any such transaction described herein is to be settled by delivery of the Common Stock or such other securities, or by delivery of cash or otherwise; (3) make any demand for, or exercise any right with respect to, the registration of any shares of the Beneficially Owned Shares; or (4) publicly announce any intention to do any of the foregoing; *provided, however*, that the obligations under this letter agreement (the "*Lock-Up Agreement*") shall not apply to any Securities acquired in connection with the Offering.

Notwithstanding the foregoing, the restrictions set forth in clause (1) and (2) above shall not apply to (a) transfers (i) as a bona fide gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not

involve a disposition for value, (iii) with the prior written consent of the Placement Agent or (iv) effected pursuant to any exchange of "underwater" options with the Company, (b) the acquisition or exercise of an option or warrant to purchase shares of Common Stock (or any securities convertible into or exercisable or exchangeable for Common Stock), including the sale of a portion of stock to be issued in connection with such exercise to finance a "cashless" exercise, provided that any such shares issued upon exercise of such option or warrant (or any securities convertible into or exercisable or exchangeable for Common Stock) shall continue to be subject to the applicable provisions of this Lock-Up Agreement, (c) the purchase or sale of the Company's securities pursuant to a plan, contract or instruction that satisfies all of the requirements of Rule 10b5-1(c)(1)(i)(B) that was in effect prior to the date hereof, or (d) the disposition of shares of Common Stock to satisfy any tax withholding obligations upon the vesting of shares of restricted Common Stock held by the undersigned. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. None of the restrictions set forth in this Lock-Up Agreement shall apply to Common Stock acquired in open market transactions. In addition, if the undersigned is a partnership, limited liability company, trust, corporation or similar entity, it may distribute the Beneficially Owned Shares to its partners, members or stockholders; provided, however, that in each such case, prior to any such transfer, each transferee shall execute a duplicate form of this Lock-Up Agreement or execute an agreement, reasonably satisfactory to the Placement Agent, pursuant to which each transferee shall agree to receive and hold such Beneficially Owned Shares subject to the provisions hereof, and there shall be no further transfer except in accordance with the provisions hereof.

The foregoing restrictions are expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or reasonably expected to lead to or result in a sale or disposition of the Beneficially Owned Shares even if such Beneficially Owned Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put option or put equivalent position or call option or call equivalent position) with respect to any of the Beneficially Owned Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Beneficially Owned Shares.

The undersigned hereby agrees and consents to the entry of stop transfer instructions with the Company's transfer agent against the transfer of securities of the Company held by the undersigned during the Lock-Up Period (as may have been extended pursuant hereto), except in compliance with this Lock-Up Agreement.

The undersigned understands that, if the Amended and Restated Securities Purchase Agreement executed by Purchasers in connection with the Offering does not become effective, or if the Offering shall terminate or be terminated prior to payment for and delivery of the Securities to be sold thereunder, or if the Amended and Restated Securities Purchase Agreement has not been executed within thirty (30) days of the date hereof, this Lock-Up Agreement shall be terminated and the undersigned shall be released from all obligations under this Lock-Up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. This Lock-Up Agreement is irrevocable and all authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. The undersigned agrees that Purchasers of the Securities in the Offering shall be intended third-party beneficiaries of the undersigned's obligations under this Lock-Up Agreement.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**EXHIBIT H**

**LIST OF DIRECTORS AND EXECUTIVE OFFICERS  
EXECUTING LOCK-UP AGREEMENTS**

Derek S. Berset Director  
Mark S. Berset Director  
Dennis R. DeLoach, III Director  
Alexander Harris Director  
Kenneth Lehman Proposed Director  
Anthony N. Leo Director  
Scott J. McKim Executive Vice President and Chief Financial Officer  
Robin L. Oliver Director, President and Chief Operating Officer  
Christos Politis, M.D. Director  
Alfred T. Rogers, Jr. Proposed Director, Chief Executive Officer, President  
Anthony Saravanos Director  
Bradly W. Spoor Director  
Sheryl WuDunn Director  
Barbara J. Zipperian Director

**Exhibit I-1**

PREFERRED STOCK ARTICLES OF AMENDMENT (SERIES D)

**ARTICLES OF AMENDMENT**  
**to the**  
**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**of**  
**BAYFIRST FINANCIAL CORP.**

I. Name. The name of the corporation is BayFirst Financial Corp. (the “Corporation”).

II. Text of Amendment. The Corporation’s Amended and Restated Articles of Incorporation shall be amended to provide for the issuance, and to fix the preferences, limitations and relative rights, within the limits provided by applicable law, of 4,000 shares of the corporation’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D (the “Series D Preferred Stock”), all as set forth in Exhibit A attached hereto.

III. Adoption and Date of Adoption. Pursuant to Section 607.0602 of the Florida Business Corporation Act (the “Act”), the Corporation’s Amended and Restated Articles of Incorporation permit the Corporation’s board of directors to amend the Amended and Restated Articles of Incorporation in order to establish the preferences, limitations and relative rights of one or more series of the Corporation’s authorized class of Preferred Stock without the approval of the Corporation’s shareholders. The foregoing amendment was adopted on April 23, 2026 by the Corporation’s board of directors without shareholder approval pursuant to such section of the Act. The Corporation has not issued any shares of the Series D Preferred Stock as of the date hereof.

IV. Effective Date. The Certificate of Amendment to be issued as a result of the filing of these Articles of Amendment shall become effective as of 12:01 a.m. Eastern Time on April 28, 2026 in accordance with Section 607.1006 of the Act.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, BayFirst Financial Corp. has caused these Articles of Amendment to be signed as of this 24<sup>th</sup> day of April, 2026.

BAYFIRST FINANCIAL CORP.

By:

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Anthony Saravanos  
Chairman of the Board of Directors

**Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D**

**Section 1. Designation.** There is hereby created out of the authorized and unissued shares of preferred stock of the Corporation a series of preferred stock designated as the “Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D”, no par value per share (the “Series D Preferred Stock”).

**Section 2. Number of Shares.** The total number of authorized shares of Series D Preferred Stock shall be 4,000 shares, which may from time to time be increased or decreased (but not below the number then outstanding) by the Corporation’s Board of Directors.

**Section 3. Definitions.** As used herein, the following terms shall have the meanings specified below:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended.

“Average VWAP” means the average of the VWAP for each Trading Day in the relevant period.

“Board” or “Board of Directors” means the Corporation’s board of directors or, with respect to any action to be taken by such board of directors, any committee of the board of directors duly authorized to take such action.

“Business Day” means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

“Common Stock” means the common stock, no par value per share, of the Corporation.

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Conversion” means a Mandatory Conversion.

“Conversion Date” has the meaning set forth in Section 5(a).

“Conversion Rate” means, initially, 2,857 shares of Common Stock per share of Series D Preferred Stock issuable upon Conversion, based on an initial Conversion Price of \$3.50 per share of Common Stock, and is subject to adjustment as provided herein.

“Conversion Price” means the Liquidation Amount per share of Series D Preferred Stock divided by the Conversion Rate then in effect. The initial Conversion Price is \$3.50.

“Current Market Price” of the Common Stock on any day, means the Average VWAP of the Common Stock for the 10 consecutive Trading Days ending on the earlier of the day in

question and the day before the ex-date or other specified date with respect to the issuance or distribution requiring such computation, appropriately adjusted to take into account the occurrence during such period of any event described in clauses (i) through (vi) of Section 6(e). For purposes of this definition, “ex-date” means the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive an issuance or distribution.

“Dividend Payment Date” means June 15 and December 15 of each year, commencing December 15, 2026.

“Dividend Payment Commencement Date” means December 15, 2026.

“Dividend Period” means the period commencing on and including a Dividend Payment Date (or, with respect to the first Dividend Period, commencing on and including the Issue Date) and ending on and including the day immediately preceding the next succeeding Dividend Payment Date.

“Dividend Threshold Amount” means \$0.01 per share.

“DTC” means The Depository Trust Company.

“Holder” means the Person in whose name the shares of the Series D Preferred Stock are registered, which may be treated by the Corporation and the Transfer Agent as the absolute owner of the shares of Series D Preferred Stock for the purpose of making payment and settling conversions and for all other purposes.

“Issue Date” means the first date of issuance of shares of Series D Preferred Stock.

“Junior Stock” means the Common Stock and any other class or series of stock of the Corporation issued in the future unless the terms of which expressly provide that it ranks senior to, or on a parity with, Series D Preferred Stock as to rights dividend rights and/or as to on liquidation, dissolution or winding up of the Corporation.

“Liquidation Amount” initially means \$10,000 per share of Series D Preferred Stock (as subsequently adjusted for any split, subdivision, combination, consolidation, recapitalization or similar event with respect to the Series D Preferred Stock).

“Liquidation Preference” has the meaning set forth in Section 10(a).

“Mandatory Conversion” has the meaning set forth in Section 5(a).

“Market Disruption Event” means any of the following events has occurred: (i) any suspension of, or limitation imposed on, trading by the relevant exchange or quotation system during any period or periods aggregating one half-hour or longer and whether by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise relating to the Common Stock or in futures or option contracts relating to the Common Stock on the relevant exchange or quotation system, (ii) any event (other than a failure to open or a closure as described below) that disrupts or impairs the ability of market participants during any period or periods aggregating one half-hour or longer in general to effect transactions in, or obtain market values for, the Common Stock on the relevant exchange or quotation system or

futures or options contracts relating to the Common Stock on any relevant exchange or quotation system, or (iii) the failure to open of the exchange or quotation system on which the Common Stock or futures or options contracts relating to the Common Stock are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after hours or other trading outside the regular trading session hours) unless such earlier closing time is announced by such exchange or quotation system at least one hour prior to the earlier of the actual closing time for the regular trading session on such day and the submission deadline for orders to be entered into such exchange or quotation system for execution at the actual closing time on such day.

“NASDAQ Capital Market” means the NASDAQ Capital Market or other NSADAQ market in which the Corporation’s Common Stock is then traded.

“Notice of Mandatory Conversion” has the meaning set forth in Section 5(b).

“Parity Stock” means any class or series of stock of the Corporation (other than the Series D Preferred Stock or Series E Preferred Stock) authorized in the future the terms of which expressly provide that such class or series will rank on a parity with Series D Preferred Stock or Series E Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation (in each case without regard to whether dividends accrue cumulatively or noncumulatively).

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

“Preferred Director” has the meaning set forth in Section 13(d).

“Preferred Stock” means any and all series of the Corporation’s preferred stock, including the Series D Preferred Stock.

“Record Date” means, (i) with respect to payment of dividends on outstanding shares of Series D Preferred Stock, the 1st calendar day immediately preceding the relevant Dividend Payment Date or such other record date fixed by the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date, and (ii), for purpose of an adjustment to the Conversion Rate pursuant to Section 6, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

“Record Holder” means, as to any day, the Holder of record of outstanding shares of Series D Preferred Stock as they appear on the stock register of the Corporation at the close of business on such day.

“Registrar” means the Transfer Agent.

“Regulatory Approvals” with respect to any Holder, means the collective reference, to the extent applicable and required to permit such Holder to convert such Holder’s shares of Series D Preferred Stock into Common Stock and to own such Common Stock without such Holder being in violation of applicable law, the receipt of approvals and authorizations of, filings and registrations with, notifications to, or expiration or termination of any applicable waiting period under, the federal Bank Holding Company Act of 1956, as amended (the “BHC Act”), the federal Change in Bank Control Act (the “CIBC Act”) or any similar state laws, Hart-Scott-Rodino Antitrust Improvements Act of 1976 or the competition or merger control laws of other jurisdictions, in each case to the extent necessary to permit such Holder to convert such shares of Series D Preferred Stock and own shares of Common Stock pursuant to these Articles of Amendment.

“Reorganization Event” has the meaning set forth in Section 7.

“Series A Preferred Stock” means the Series A Preferred Stock, no par value per share, of the Corporation.

“Series B Preferred Stock” means the Series B Convertible Preferred Stock, no par value per share, of the Corporation.

“Series C Preferred Stock” means the Series C Cumulative Convertible Preferred Stock, no par value per share, of the Corporation.

“Series E Preferred Stock” has the meaning set forth in Section 4(a).

“Shareholder Approvals” means all shareholder approvals necessary to (i) approve the issuance of Common Stock upon the Mandatory Conversion for purposes of the NASDAQ Capital Market listing standards (the “Issuance Approval”), and (ii) amend the Amended and Restated Articles of Incorporation to increase the number of authorized shares of Common Stock to permit the Mandatory Conversion in full and to provide additional authorized shares of Common Stock for general corporate purposes (the “Articles Amendment Approval”).

“Trading Day” means any day on which (i) there is no Market Disruption Event and (ii) the NASDAQ Capital Market is open for trading, or, if the Common Stock (or any other securities, cash or other property into which shares of the Series D Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the NASDAQ Capital Market, any day on which the principal national securities exchange or trading system on which the Common Stock (or such other property) is listed or traded is open for trading, or, if the Common Stock (or such other property) is not listed on a national securities exchange or traded on a trading system, any Business Day. A “Trading Day” only includes those days that have a scheduled closing time of 4:00 P.M. Eastern Time or the then standard closing time for regular trading on the relevant exchange or trading system.

“Transfer Agent” means Continental Stock Transfer & Trust, subject to the appointment of a successor transfer agent as provided in Section 19.

“U.S. Alien Holder” means a Holder that is not treated as a United States person for U.S. federal income tax purposes as defined under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended from time to time.

“Voting Parity Stock” means, with regard to any matter as to which the holders of Series D Preferred Stock are entitled to vote as specified in Section 13(a) and (d) of these Articles of Amendment, any and all series of Parity Stock upon which like voting rights have been conferred and are exercisable with respect to such matter.

“VWAP” means, on any Trading Day the volume weighted average price per share of Common Stock as displayed on Bloomberg (or any successor service) in respect of the period from 9:30 A.M. to 4:00 P.M., Eastern Time, on such Trading Day; or, if such price is not available, the volume weighted average price means the market value per share of our Common Stock on such trading day as determined by a nationally recognized independent investment banking firm retained by us for this purpose.

#### **Section 4. Dividends.**

(a) Commencing on the Issue Date, Holders of shares of outstanding Series D Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds of the Corporation legally available therefor, subject to Section 4(f), *pari passu* with (and otherwise with the same treatment in all respects as that of) the Corporation’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E (the “Series E Preferred Stock”) cumulative dividends in arrears at the rate per annum of 11% per share on (i) the Liquidation Amount (equivalent to \$1,100.00 per annum per share) and (ii) the amount of accrued and unpaid dividends from any prior Dividend Period on each such share of Series D Preferred Stock, payable semi-annually on each Dividend Payment Date beginning on the Dividend Payment Commencement Date until the Conversion Date. Dividends shall be payable, at the option of the Corporation, in cash or in kind through the issuance of additional shares of Series D Preferred Stock (a “PIK Dividend”). Notwithstanding the foregoing sentence, if due to the Ownership Limit as provided in Section 5(a) below, any outstanding shares of Series D Preferred Stock are not converted on the Conversion Date, each such share of Series D Preferred Stock, while outstanding, shall, upon and following the Conversion Date bear cumulative dividends payable, when, as and if declared by the Corporation’s board of directors, at the same date and in amounts equal to the number of shares of Common Stock into which each share of Series D Preferred Stock is then convertible, multiplied by the dividend declared and payable per share of Common Stock. Dividends will be payable on a Dividend Payment Date to Holders that are Record Holders of the applicable Record Date with respect to such Dividend Payment Date, but only to the extent a dividend has been declared to be payable on such Dividend Payment Date. If any Dividend Payment Date is not a Business Day, the dividend payable on such date shall be paid on the next Business Day without adjustment and without interest. Accumulations of dividends on shares of Series D Preferred Stock shall not bear interest. Dividends payable for any period other than a full Dividend Period (based on the number of actual days elapsed during the period) shall be computed on the basis of days elapsed over a 360-day year consisting of twelve 30-day months.

(b) Dividends on the Series D Preferred Stock are cumulative. To the extent that the Board of Directors does not declare and pay dividends on the Series D Preferred Stock for a Dividend Period prior to the related Dividend Payment Date, in full or otherwise, such unpaid dividend shall accrue and shall compound on each subsequent Dividend Payment Date until paid.

(c) Prior to the Conversion, no dividend or distribution shall be declared or paid upon, or any sum set apart for the payment of dividends upon, any outstanding share of any Common Stock.

(d) So long as any share of Series D Preferred Stock remains outstanding, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock or Parity Stock, subject to this Section 4(d) in the case of Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its subsidiaries unless all dividends on all outstanding shares of the Series D Preferred Stock for any Dividend Period have been declared and paid in full (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the Holders of shares of Series D Preferred Stock on the applicable Record Date). The foregoing limitation shall not apply to (i) any dividends or distributions of rights or Junior Stock in connection with a shareholders' rights plan or any redemption or repurchase of rights pursuant to any shareholders' rights plan; (ii) the acquisition by the Corporation or any of its subsidiaries of record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than for the beneficial ownership by the Corporation or any of its subsidiaries), including as trustees or custodians; and (iii) the exchange or conversion of Junior Stock for or into other Junior Stock or of Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case, solely to the extent required pursuant to binding contractual agreements entered into prior to the Issue Date or any subsequent agreement for the accelerated exercise, settlement or exchange thereof for Common Stock.

(e) When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the Holders thereof on the applicable Record Date) on any Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full upon shares of Series D Preferred Stock and any shares of Parity Stock, all dividends declared on shares of Series D Preferred Stock and all such Parity Stock and payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared pro rata so that the respective amounts of such dividends declared shall bear the same ratio to each other as full dividends payable on the Series D Preferred Stock for such Dividend Period and all Parity Stock payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors out of legally available funds and including, in the case of Parity Stock that bears cumulative dividends, all accrued but unpaid dividends) bear to each other. If the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation will provide written notice to the Holders of shares of Series D Preferred Stock prior to such Dividend Payment Date.

(f) If the Conversion Date or Partial Conversion Date with respect to any share of Series D Preferred Stock is on or prior to the Dividend Payment Commencement Date, the

Holder of such share of Series D Preferred Stock will not have any right to receive any dividends on the Series D Preferred Stock converted on or before such Conversion Date or Partial Conversion Date with respect to such Dividend Period, whether upon Conversion or otherwise.

(g) Should the Corporation elect to pay any dividend as a PIK Dividend, the number of shares of Series D Preferred Stock to be issued in payment of such PIK Dividend with respect to each outstanding share of Series D Preferred Stock shall be determined by dividing (i) the amount of the dividend so declared by (ii) the Liquidation Preference. To the extent that any PIK Dividend would result in the issuance of a fractional share of Series D Preferred Stock to any Holder, then the amount of such fraction multiplied by the Liquidation Preference shall be paid in cash (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible thereafter). The Corporation shall at all times reserve and keep available out of its authorized and unissued Series D Preferred Stock, the full number of shares of Series D Preferred Stock required for purposes of paying all PIK Dividends that may become payable. No fractional shares of Common Stock shall be delivered to Holders in payment or partial payment of a dividend.

(h) Prior to the close of business on the Conversion Date or Partial Conversion Date, shares of Common Stock issuable upon the Mandatory Conversion or Partial Conversion thereof, as applicable, or other securities issuable upon conversion of, such share of Series D Preferred Stock shall not be deemed outstanding for any purpose, and the Holder thereof shall have no rights with respect to the Common Stock or other securities issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock) by virtue of holding such share of Series D Preferred Stock.

**Section 5. Mandatory Conversion; Conversion Procedures.**

(a) Effective as of the close of business on a date no later than the fifth (5th) Business Day following the date on which both Shareholder Approvals have been received, an Articles of Amendment has been filed with the Florida Department of State and a certificate of amendment has been issued with respect thereto (the "Conversion Date") with respect to Series D Preferred Stock, all outstanding shares of Series D Preferred Stock shall automatically convert into shares of Common Stock as set forth below (the "Mandatory Conversion"); *provided that*, in the event that the Corporation has obtained the Issuance Approval but not the Articles Amendment Approval, outstanding shares of Series D Preferred Stock shall automatically convert, effective as of the close of business on a date no later than the fifth (5th) Business Day following the date on which the Issuance Approval has been received (but only if the Articles Amendment Approval was not obtained at such meeting) (the "Partial Conversion Date") into shares of Common Stock as otherwise contemplated herein, but only to the extent of the total number of shares of Common Stock available for issuance as of the Conversion Date (taking into consideration any shares reserved for issuance pursuant to the Corporation's equity compensation plans or other contractual obligations as of such date), allocated pro rata among the Holders of the Series D Preferred Stock and the Series E Preferred Stock (a "Partial Conversion"). The number of shares of Common Stock into which a share of Series D Preferred Stock shall be convertible shall be determined by dividing the Liquidation Amount by the Conversion Price (subject to any Partial Conversion and the conversion procedures of Section 6 hereof) plus cash in lieu of fractional shares in accordance with Section 9 hereof; *provided that*,

notwithstanding anything to the contrary contained in these Articles of Amendment, the number of shares of Common Stock to be issued to any Holder (other than a Holder that has obtained all consents, permits, approvals, registrations and waivers of any governmental authority which are necessary or advisable for such Holder to exceed the Ownership Limit (as defined below)) pursuant to these Articles of Amendment shall be issued to the extent (but only to the extent) that the issuance of such shares of Common Stock would not (i) cause or result in such Holder and its Affiliates, collectively, being deemed to own, control or have the power to vote or dispose of securities which would represent 10% or more of the voting securities of any class or series of the Corporation's capital stock outstanding at such time (excluding for the purpose of this calculation any reduction in ownership resulting from sales, transfers or other dispositions by such Holder of voting securities of the Corporation), (ii) otherwise cause such Holder or any of its Affiliates to be required to file a notice or application for approval under the BHC Act, the CIBC Act or any similar state or federal statute or (iii) require such Holder or any of its Affiliates to obtain the prior approval of any bank regulator (collectively, the "Ownership Limit"); *provided, further*, that any shares of Common Stock that would otherwise be issued to the Holder upon conversion of shares of Series D Preferred Stock held by such Holder, but cannot be issued to such Holder at the time of conversion as a result of the Ownership Limit, shall thereafter be issued to such Holder on the first date on which such issuance would not cause or result in a violation of the Ownership Limit (excluding for the purpose of this calculation any reduction in ownership resulting from sales, transfers or other dispositions by such Holder of voting securities of the Corporation). Upon the Conversion Date or Partial Conversion Date, any certificates representing shares of Series D Preferred Stock so converted shall represent solely the right to receive the number of shares of Common Stock (plus cash in lieu of fractional shares) issuable upon the Conversion Date or the Partial Conversion Date, together with all dividends and rights accruing with respect to such shares of Common Stock from and after the Conversion Date or the Partial Conversion Date, for each share of Series D Preferred Stock held.

(b) Upon receipt of the Issuance Approval or both Shareholder Approvals, as the case may be, the Corporation shall provide, within one (1) Business Day thereafter, notice of conversion to each Holder (such notice a "Notice of Mandatory Conversion"). In addition to any information required by applicable law or regulation, the Notice of Mandatory Conversion with respect to such Holder shall state, as appropriate:

- (i) The Conversion Date (or in the case of a Partial Conversion, the Partial Conversion Date);
- (ii) a form of letter of transmittal to be completed and returned to the Transfer Agent;
- (iii) the number of shares of Common Stock (plus cash in lieu of fractional shares, if any) to be issued upon conversion of each share of Series D Preferred Stock held of record by such Holder and subject to such Mandatory Conversion; and
- (iv) the place or places where Series D Preferred Stock certificates (if held in certificated form) held of record by such Holder are to be surrendered for issuance of certificates representing shares of Common Stock.

(c) If the Holder specifies in the letter of transmittal that shares of Common Stock issuable upon Conversion of shares of Series D Preferred Stock shall be issued to a Person other than the Holder surrendering the shares of Series D Preferred Stock being converted, then the Holder shall pay or cause to be paid any transfer or similar taxes payable in connection with the shares of Common Stock so issued. In the event that such Holder fails to surrender the required number of shares within 30 days after the Conversion Date, the Corporation shall, by written notice to such Holder, indicate which shares have been converted pursuant to Section 5(a).

(d) Upon receipt by the Transfer Agent of a completed and duly executed letter of transmittal as set forth in Section 5(b), compliance with Section 5(c), if applicable, and surrender of the Series D Preferred Stock certificate(s) to be converted (if held in certificated form), the Corporation shall, within two (2) Business Days following the receipt of certificate surrendered for issuance of Common Stock, subject to (i) the receipt of a written notice from a Holder of the receipt of necessary Regulatory Approval, if any is applicable, and (ii) if required, the furnishing of appropriate endorsements and transfer documents and the payment of all transfer and similar taxes, issue and shall instruct the Transfer Agent to register the number of shares of Common Stock to which such Holder shall be entitled upon conversion (and, in the case of a Partial Conversion, the remaining shares of Series D Preferred Stock) in the name(s) of such Holder or the name(s) specified by such Holder in the completed letter of transmittal, if any.

**Section 6. Certain Conversion Procedures and Adjustments.**

(a) Immediately prior to any Conversion Date or Partial Conversion Date occurring after the Dividend Payment Commencement Date, the Corporation shall declare and pay all accumulated but unpaid dividends on the Series D Preferred Stock with respect to shares of Series D Preferred Stock converted on such Conversion Date or Partial Conversion Date. On the Conversion Date or Partial Conversion Date, dividends shall no longer be declared or paid on any such shares of Series D Preferred Stock subject to Mandatory Conversion or Partial Conversion for the current Dividend Period and any shares of Series D Preferred Stock so converted shall cease to be outstanding, in each case, subject to the right of Holders of such shares to receive solely (i) the number of shares of Common Stock into which such shares of Series D Preferred Stock are convertible, (ii) any declared and unpaid dividends on such share to the extent provided in Section 4 and this Section 6(a), and (iii) and payment to which they are entitled pursuant to Sections 5 and 9, as applicable.

(b) No allowance or adjustment, except as set forth in this Section 6, shall be made in respect of dividends payable to holders of Common Stock of record as of any date prior to such applicable Conversion Date. Prior to such applicable Conversion Date, shares of Common Stock issuable upon conversion of any shares of Series D Preferred Stock shall not be deemed outstanding for any purpose, and Holders of shares of Series D Preferred Stock shall have no rights as holders or otherwise with respect to the Common Stock (including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding shares of Series D Preferred Stock.

(c) Shares of Series D Preferred Stock duly converted in accordance herewith, or otherwise reacquired by the Corporation, shall resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance (provided that any

such cancelled shares of Series D may be reissued only as shares of any series of Preferred Stock other than Series D Preferred Stock).

(d) The Person or Persons entitled to receive the Common Stock and/or cash, securities or other property issuable upon conversion of Series D Preferred Stock shall be treated for all purposes as the Record Holder(s) of such shares of Common Stock and/or securities as of the close of business on the Conversion Date with respect thereto. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash, securities or other property (including payments of cash in lieu of fractional shares) to be issued or paid upon conversion of shares of Series D Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder and in the manner shown on the records of the Corporation.

(e) The Conversion Rate shall be adjusted from time to time as follows:

(i) Intentionally Omitted.

(ii) If the Corporation issues Common Stock as a dividend or distribution on the Common Stock to all holders of the Common Stock (other than in connection with a Reorganization Event), or if the Corporation effects a share split or share combination of the Common Stock, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [OS1 / OS0]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

OS0 = the number of shares of Common Stock outstanding at the close of business on the Record Date prior to giving effect to such event

OS1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event.

Any adjustment made pursuant to this clause (ii) shall become effective on the date that is immediately after (x) the Record Date or (y) the date on which such split or combination becomes effective, as applicable. If any dividend or distribution described in this clause (ii) is declared but not so paid or made, the new Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(iii) If the Corporation issues to all holders of Common Stock any rights, warrants, options or other securities (other than rights issued pursuant to a

shareholder rights plan or rights or warrants issued in connection with a Reorganization Event) entitling them for a period of not more than 60 days after the date of issuance thereof to subscribe for or purchase shares of Common Stock, or if the Corporation issues to all holders of Common Stock securities convertible into Common Stock for a period of not more than 60 days after the date of issuance thereof, in either case at an exercise price per share of Common Stock or a conversion price per share of Common Stock less than the Current Market Price of the Common Stock on the Record Date, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(OS0 + X) / (OS0 + Y)]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

OS0 = the number of shares of Common Stock outstanding at the close of business on the Record Date

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants, options, other securities or convertible securities (or upon conversion of such securities)

Y = the number of shares of Common Stock equal to the quotient of (A) the aggregate price payable to exercise such rights, warrants, options, other securities (or the conversion price for such securities paid upon conversion) and (B) the Current Market Price per share of Common Stock immediately preceding the date of announcement for the issuance of such rights, warrants, options, other securities or convertible securities.

For purposes of this clause (iii), in determining whether any rights, warrants, options, other securities or convertible securities entitle the holders to subscribe for or purchase, or exercise a conversion right for, Common Stock at less than the applicable Current Market Price per share of Common Stock on the applicable date, and in determining the aggregate exercise or conversion price payable for such Common Stock, there shall be taken into account any consideration the Corporation receives for such rights, warrants, options, other securities or convertible securities and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined in good faith by the Board of Directors. If any right, warrant, option, other security or convertible security described in this clause (iii) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof, the new

Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such right, warrant, option, other security or convertible security had not been so issued.

Any adjustment made pursuant to this clause (iii) shall become effective on the date that is immediately after the Record Date.

(iv)

- (A) If the Corporation distributes capital stock (other than Common Stock), evidences of indebtedness or other assets or property of the Corporation to all holders of the Common Stock, excluding:
- (a) dividends, distributions, rights, warrants, options, other securities or convertible securities referred to in clause (ii) or (iii) above,
  - (b) dividends or distributions paid exclusively in cash, and
  - (c) Spin-Offs (as described below),

then the Conversion Rate will be adjusted based on the following formula:

$$CRI = CR0 \times [SP0 / (SP0 - FMV)]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CRI = the new Conversion Rate in effect immediately after the Record Date

SP0 = the Current Market Price of the Common Stock on the Record Date

FMV = the fair market value (as determined in good faith by the Board of Directors) of the capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of Common Stock on the Record Date.

provided that if "FMV" with respect to any distribution of shares of capital stock, evidences of indebtedness or other assets or property of the Corporation is equal to or greater than "SP0" with respect to such distribution, then in lieu of the foregoing adjustment, adequate provision shall be made so that each holder of Series D Preferred Stock shall have the right to receive on the date such shares of capital stock, evidences of indebtedness or other assets or property of the Corporation are distributed to holders of Common Stock, for each share of Series D Preferred Stock, the amount of shares of capital stock, evidences of indebtedness or other assets or property of the Corporation such holder of Series D Preferred Stock would have received had such holder of Series D Preferred Stock owned a number of shares of Common Stock into which such Series D Preferred Stock is then convertible at the conversion rate in effect on the Record

Date for such distribution. An adjustment to the Conversion Rate made pursuant to this clause (iv)(A) shall be made successively whenever any such distribution is made and shall become effective on the Record Date.

- (B) If the Corporation distributes to all holders of the Common Stock, capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit of the Corporation (a "Spin-Off"), the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(FMV0 + MP0) / MP0]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

FMV0 = the average volume weighted average price of the capital stock or similar equity interest distributed to holders of the Common Stock applicable to one share of Common Stock for the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to the Common Stock on the NASDAQ Capital Market or such other national or regional exchange or association or over-the-counter market or if not so traded or quoted, the fair market value (as determined in good faith by the Board of Directors) of the capital stock or similar equity interests distributed to holders of the Common Stock applicable to one share of the Common Stock

MP0 = the Average VWAP of the Common Stock for the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to the Common Stock on the NASDAQ Capital Market or such other U.S. national or regional exchange or market that is at that time the principal exchange or market for the Common Stock.

An adjustment to the Conversion Rate made pursuant to this clause (iv)(B) will occur on the 10th Trading Day from and including the effective date of the Spin-Off; provided that in respect of any conversion within the 10 Trading Days immediately following and including the date of the Spin-Off, references with respect to the Spin-Off to "the 10 consecutive Trading Days" shall be deemed replaced with a period of consecutive Trading Days containing such lesser number of

Trading Days as have elapsed between the effective date of such Spin-Off and the Conversion Date and the adjustment in respect of such conversion shall occur immediately prior to the conversion.

If any such dividend or distribution described in this clause (iv) is declared but not paid or made, the new Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

- (v) If the Corporation pays or makes any dividend or distribution consisting exclusively of cash to all holders of Common Stock in excess of regular quarterly dividends equal to the Dividend Threshold Amount, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [SP0 / (SP0 - C)]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

SP0 = the Current Market Price of the Common Stock as of the Record Date

C = the excess of the amount in cash per share that the Corporation distributes to holders of the Common Stock over the Dividend Threshold Amount.

An adjustment to the Conversion Rate made pursuant to this clause (v) shall become effective on the date fixed for determination of the holders of Common Stock entitled to receive such dividend or distribution. If any dividend or distribution described in this clause (v) is declared but not so paid or made, the new Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

- (vi) If the Corporation or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Current Market Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "Expiration Date"), the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(FMV + (SP1 \times OS1)) / (SP1 \times OS0)]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Expiration Date

- CRI = the new Conversion Rate in effect immediately after the Expiration Date
- FMV = The fair market value (as determined in good faith by the Board of Directors) on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for the Common Stock validly tendered or exchanged and not withdrawn as of the Expiration Date (the "Purchased Shares")
- OS0 = the number of shares of Common Stock outstanding on the Expiration Date, including any Purchased Shares
- OS1 = the number of shares of Common Stock outstanding on the Expiration Date, excluding any Purchased Shares
- SP1 = the Average VWAP of the Common Stock for the 10 consecutive Trading-Day period commencing on the Trading Day next succeeding the Expiration Date.

If the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to such Conversion Rate will be made. Any adjustment to a Conversion Rate made pursuant to this clause (vi) shall become effective on the date immediately following the last Trading Day included in the determination of the Average VWAP of the Common Stock for purposes of SP1 above; *provided that* in respect of any conversion within the 10 Trading Days commencing on the Trading Day next succeeding the Expiration Date, references to the "10 consecutive Trading Days" with respect to this clause (vi) shall be deemed replaced with a period of consecutive Trading Days containing such lesser number of Trading Days as have elapsed between the Expiration Date and the Conversion Date, and the adjustment in respect of such conversion shall occur immediately prior to the conversion. If the Corporation or one of its subsidiaries is obligated to purchase Common Stock pursuant to any such tender or exchange offer but is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the new Conversion Rate shall be readjusted to be the Conversion Rate that would be in effect if such tender or exchange offer had not been made.

- (vii) If the Corporation has in effect a shareholder rights plan while any shares of Series D Preferred Stock remain outstanding, Holders of Series D Preferred Stock will receive, upon a conversion of Series D Preferred Stock, in addition to Common Stock, rights under the Corporation's shareholder rights agreement unless, prior to such conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from the Common Stock. If the rights provided for in the shareholder rights plan have separated from the Common Stock in accordance with the provisions of the applicable shareholder rights agreement so that Holders of Series D Preferred Stock would not be entitled to receive any rights in respect of the Common Stock, if any, that the Corporation is required to deliver upon conversion of Series D

Preferred Stock, the Conversion Rate will be adjusted at the time of separation as if the Corporation had distributed to all holders of the Common Stock, capital stock, evidences of indebtedness or other assets or property pursuant to clause (iv) above, subject to readjustment upon the subsequent expiration, termination or redemption of the rights. A distribution of rights pursuant to a shareholder rights plan will not trigger an adjustment to the Conversion Rates pursuant to clauses (iii) or (iv) above.

(f) The Corporation may make such increases in the Conversion Rate, in addition to any other increases required by this Section 6, if the Board of Directors deems it advisable in order to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of the Corporation's shares (or issuance of rights or warrants to acquire shares) or from any event treated as such for income tax purposes or for any other reasons. If any adjustment to the Conversion Rate is treated as a distribution to any U.S. Alien Holder which is subject to withholding tax, the Corporation (or Transfer Agent or any paying agent on behalf of the Corporation) may set off any withholding tax that is required to be collected with respect to such deemed distribution against cash payments and other distributions otherwise deliverable to such Holder.

(g) No adjustment in any Conversion Rate will be required unless the adjustment would require an increase or decrease of at least 1% of the Conversion Rate. If the adjustment is not made because the adjustment does not change the Conversion Rate by at least 1%, then the adjustment that is not made will be carried forward and taken into account in any future adjustment. All required calculations will be made to the nearest cent or 1/10,000th of a share. Notwithstanding the foregoing, all adjustments not previously made shall have effect with respect to the Conversion. No adjustment to the Conversion Rates need be made if Holders may participate in the transaction that would otherwise give rise to such adjustment, so long as the distributed assets or securities the Holders would receive upon conversion of shares of Series D Preferred Stock—if such assets or securities are convertible, exchangeable or exercisable—are convertible, exchangeable or exercisable, as applicable, without any loss of rights or privileges for a period of at least 45 days following conversion of shares of Series D Preferred Stock.

(h) The applicable Conversion Rate shall not be adjusted:

- (i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in the Common Stock under any plan;
- (ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, employee agreement or arrangement or program of the Corporation;

- (iii) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Issue Date;
- (iv) for a change in the par value of the Common Stock; or
- (v) as a result of a tender offer solely to holders of fewer than 100 shares of the Common Stock.

(i) Whenever the Conversion Rate, is to be adjusted, the Corporation shall: (i) compute such adjusted Conversion Rate and prepare and transmit to the Transfer Agent an Officers' Certificate setting forth such adjusted Conversion Rate, the method of calculation thereof in reasonable detail and the facts requiring such adjustment and upon which such adjustment is based; (ii) as soon as practicable following the determination of a revised Conversion Rate, provide, or cause to be provided, a written notice to the Holders of shares of Series D Preferred Stock of the occurrence of such event and (iii) as soon as practicable following the determination of a revised Conversion Rate, provide, or cause to be provided, to the Holders of shares of Series D Preferred Stock, a statement setting forth in reasonable detail the method by which the adjustment to the Conversion Rate, as applicable, was determined and setting forth such revised Conversion Rate. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

**Section 7. Reorganization Events.**

(a) In the event that any of the following events occurs on or prior to the Conversion Date:

- (i) any consolidation or merger of the Corporation with or into another Person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities or other property of the Corporation or another Person),
- (ii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the Corporation's property and assets (including, without limitation, any change in ownership of 50% or more of the equity interests in BayFirst National Bank or any sale of all or substantially all of the assets of BayFirst National Bank), or
- (iii) any reclassification of the Common Stock into securities including securities other than the Common Stock (any such event specified in paragraphs (i) through (iii) of this Section 7(a), a "Reorganization Event"), then, except as provided in Section 7(b), each share of Series D Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of the Holders thereof, remain outstanding but shall at each Holder's option, subject to the applicable rules of the NASDAQ Capital Market or any other national securities exchange or automated

quotation system where the Common Stock is listed and other applicable laws and regulations, upon the effective date and time ("Reorganization Effective Time") of such Reorganization Event, be convertible into the kind of securities, cash and other property receivable in such Reorganization Event (without any interest thereon and without any right to dividends or distributions thereon which have a record date that is prior to the Reorganization Event) per share of Common Stock (the "Exchange Property") as if the Holder of such share of Series D Preferred Stock had converted such share into Common Stock immediately prior to such Reorganization Event and exercised his rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Reorganization Event (*provided that* if the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event and in respect of which such rights of election shall have been exercised ("Electing Share"), then, for the purpose of this Section 7 the kind and amount of securities, cash and other property receivable upon such Reorganization Event by the holder of each Electing Share shall be deemed to be the weighted average of the kinds and amounts so receivable per share by the holders of the Electing Shares). The amount of Exchange Property receivable upon any Reorganization Event shall be determined based upon the Conversion Rate in effect on such Reorganization Effective Time.

The above provisions of this Section 7 shall similarly apply to successive Reorganization Events and the provisions of Section 8 shall apply to any shares of capital stock of the Corporation (or any successor) received by the holders of Common Stock in any such Reorganization Event.

The Corporation (or any successor) shall, within 20 days of the Reorganization Effective Time, provide written notice to the Holders of the occurrence of such event and of the kind and amount of the cash, securities or other property that constitute the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 7.

The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless such agreement provides for or does not interfere with or prevent (as applicable) conversion of the Series D Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Section 7.

(b) In the event of a Reorganization Event after the Issue Date but prior to the Conversion Date, unless the holders of at least a majority of the outstanding shares of the Series D Preferred Stock, voting as a separate class, elect otherwise by written notice sent to the Corporation at least five days prior to the Reorganization Effective Time, holders of Series D Preferred Stock will be entitled to receive, for each share of Series D Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus), legally available for distribution to the stockholders of the Corporation, subject to the rights of any Persons that are holders of any class or series of securities ranking senior to the Series D Preferred Stock upon a

Reorganization Event, a distribution (“Preference Distribution”) equal to the greater of: (i) two times the amount of the Liquidation Preference plus any declared and unpaid dividends on such share to the extent provided in Section 4, or (ii) the amount equal to the distribution of assets or proceeds as was receivable by a holder of the number of shares of Common Stock into which such of Series E Preferred Stock was convertible immediately prior to such Reorganization Event. Insofar as the dividends or Preference Distributions payable are property other than cash, such dividends or Preference Distributions shall be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors or a duly authorized committee of the Board of Directors; provided that such dividends or Preference Distributions in property other than cash will be made only to the extent the Holder, together with all Affiliates of the Holder, either (i) has obtained all consents, permits, approvals, registrations and waivers of any governmental authority which are necessary or advisable for such Holder to control the Corporation and BayFirst National Bank or (ii) will not own or control in the aggregate 10% or more of the total outstanding shares of any class of voting securities or 33.3% of the total equity of the Corporation or BayFirst National Bank after making such payment (unless such Holder and Affiliates have obtained all consents, permits, approvals, registrations and waivers of any governmental authority which are necessary or advisable for such Holder to exceed the Ownership Limit, in which case such thresholds shall be 25% and 33.3%, respectively), and to the extent that such payment may trigger exceeding such aggregate ownership, the Holder will be paid cash in lieu of such other property.

**Section 8. Reservation of Common Stock and Series D Preferred Stock.**

(a) Subject to the Shareholder Approvals, the Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock (taking into consideration any shares reserved for issuance pursuant to the Corporation’s equity compensation plans or other contractual obligations as of such date), solely for issuance upon the conversion of shares of Series D Preferred Stock as herein provided, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series D Preferred Stock then outstanding. For purposes of this Section 8(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series D Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(b) The Corporation shall at all times reserve and keep available out of its authorized and unissued shares of Series D Preferred Stock, solely for issuance as herein provided, free from any preemptive or other similar rights, such number of shares of Series D Preferred Stock as shall from time to time be issuable as herein provided.

(c) All shares of Common Stock delivered upon conversion of the Series D Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series D Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the

registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental or regulatory authority.

(e) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the NASDAQ Capital Market or any other national securities exchange or automated quotation system, the Corporation shall, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all Common Stock issuable upon conversion of the Series D Preferred Stock; *provided, however*, that if the rules of such exchange or automated quotation system permit the Corporation to defer the listing of such Common Stock until the first conversion of shares of Series D Preferred Stock into Common Stock in accordance with the provisions hereof, the Corporation covenants to list such Common Stock issuable upon conversion of shares of Series D Preferred Stock in accordance with the requirements of such exchange or automated quotation system at such time.

**Section 9. Fractional Shares.**

(a) No fractional shares of Common Stock shall be issued as a result of any conversion of shares of Series D Preferred Stock.

(b) In lieu of any fractional share of Common Stock otherwise issuable in respect of any Conversion, the Corporation shall at its option either (i) issue to such Holder an amount of shares rounded up to the next whole share of Common Stock or (ii) pay an amount in cash (computed to the nearest cent) equal to the same fraction of the Current Market Price of the Common Stock as of the end of the Trading Day preceding the Conversion Date.

(c) If more than one share of the Series D Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series D Preferred Stock so surrendered.

**Section 10. Liquidation Rights.**

(a) Voluntary or Involuntary Liquidation. Other than a Reorganization Event as provided in Section 7, in the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, each Holder of shares of Series D Preferred Stock shall be entitled to receive for each share of Series D Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock and any other Junior Stock of the Corporation, *pari passu* with the Series E Preferred Stock, payment in full in an amount equal to the sum of (i) Liquidation Amount per share of Series D Preferred Stock and (ii) any declared and unpaid dividends on such share to the extent provided in Section 4 (all such amounts collectively, the "Liquidation Preference").

(b) Partial Payment. If in any distribution described in Section 10(a) of the Corporation's assets or the proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Series D Preferred Stock and the corresponding amounts

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payable with respect of any other stock of the Corporation ranking equally with Series D Preferred Stock as to such distribution, Holders of Series D Preferred Stock and the holders of such other stock shall share ratably in any such distribution in proportion to the full respective distributions (including, if applicable, dividends on such amount) to which they are entitled.

(c) Residual Distributions. If the Liquidation Preference has been paid in full to all Holders of Series D Preferred Stock and the corresponding amounts payable with respect of any other stock of the Corporation ranking equally with Series D Preferred Stock as to such distribution has been paid in full, the Holders of the Series D Preferred Stock will have no right or claim to any of the remaining assets of the Corporation (or proceeds thereof).

(d) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 10, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the Holders of shares of Series D Preferred Stock receive cash, securities or other property for their shares, or the sale, lease, or exchange (for cash, securities or other property) or pledge of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

**Section 11. No Sinking Fund.** The shares of Series D Preferred Stock will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of shares of Series D Preferred Stock will have no right to require redemption or repurchase of any shares of Series D Preferred Stock.

**Section 12. Status of Repurchased Shares.** Shares of Series D Preferred Stock that are converted into Common Stock or repurchased or otherwise acquired by the Corporation shall revert to authorized but unissued shares of Preferred Stock undesignated as to series (*provided that any such cancelled shares of Series D Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Series D Preferred Stock*).

**Section 13. Voting Rights.**

(a) General. The Holders of shares of Series D Preferred Stock shall not have any voting rights except as set forth below or as otherwise from time to time required by law. Holders of shares of Series D Preferred Stock will be entitled to one vote for each such share on any matter on which Holders of shares of Series D Preferred Stock are entitled to vote, including any action by written consent.

(b) Voting Rights as to Particular Matters. So long as any shares of Series D Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Corporation's Amended and Restated Articles of Incorporation, the affirmative vote or consent of the Holders of at least 66 2/3% of the shares of Series D Preferred Stock at the time outstanding, voting as a separate class, given in person or by proxy, by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(v) Authorization of Senior Stock. Any amendment or alteration of the Corporation's Amended and Restated Articles of Incorporation or any articles of amendment thereto to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities

convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to the Series D Preferred Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Corporation;

- (vi) Amendment of Series D Preferred Stock. Any amendment, alteration or repeal of any provision of the Corporation's Amended and Restated Articles of Incorporation or these Articles of Amendment thereto (including, unless no vote on such merger or consolidation is required by clause (iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of shares of Series D Preferred Stock; or
- (vii) Share Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding share exchange or reclassification involving the shares of Series D Preferred Stock, or of a merger or consolidation of the Corporation with another corporation or other entity, unless in each case (x) the shares of Series D Preferred Stock remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of shares of Series D Preferred Stock immediately prior to such consummation, taken as a whole;

*provided, however*, that for all purposes of this Section 13(b), the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any other series of Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of Preferred Stock, ranking equally with and/or junior to Series D Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or noncumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Corporation will not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of outstanding shares of the Series D Preferred Stock.

(c) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Series D Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the

requirements of the Corporation's Amended and Restated Articles of Incorporation and Bylaws and applicable law and the rules of any national securities exchange or other trading facility on which Series D Preferred Stock is listed or traded at the time.

(d) **Preferred Stock Directors.** Whenever, at any time or times, dividends payable on the shares of Series D Preferred Stock, if any shares of Series D Preferred Stock remain outstanding, have not been paid for an aggregate of three or more Dividend Periods, in each case whether or not consecutive, the authorized number of directors of the Corporation shall automatically be increased by two and the holders of the Series D Preferred Stock shall have the right, together with holders of any one or more other classes or series of Voting Parity Stock outstanding at the time, voting together as a class, to elect two directors (the "Preferred Directors" and each a "Preferred Director") to fill such newly created directorships at the Corporation's next annual meeting of shareholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of shareholders until all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period, on all outstanding shares of Series D Preferred Stock have been declared and paid in full.

Further, if any other class or series of Voting Parity Stock at any time has the right to elect such a Preferred Director, holders of Series D Preferred Stock will have the right, together with holders of all classes or series of Voting Parity Stock, to elect such Preferred Director.

**Section 14. Record Holders.** To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the Record Holder of any share of Series D Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

**Section 15. Notices.** All notices or communications in respect of Series D Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in these Articles of Amendment or in the Corporation's Amended and Restated Articles of Incorporation or Bylaws or by applicable law. Notwithstanding the foregoing, if shares of Series D Preferred Stock are issued in book-entry form through DTC or any similar facility, such notices may be given to the Holders of Series D Preferred Stock in any manner permitted by such facility.

**Section 16. No Preemptive Rights; No Redemption Rights.** No share of Series D Preferred Stock shall have any preemptive rights whatsoever as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted. No holder of shares of Series D Preferred Stock shall have at any time the right to put such shares of Series D Preferred Stock to the Corporation or to have the Corporation redeem any shares of Series D Preferred Stock.

**Section 17. Redemption by the Corporation.** The Series D Preferred Stock shall not be redeemable by the Corporation. In all events, any repurchase or redemption of Series D Preferred Stock shall be subject to the prior approval of the Corporation's primary federal banking regulator, if required by applicable law or regulation or if such approval is a requirement

to the Series D Preferred Stock being classified as Tier 1 capital (or the equivalent) for bank regulatory purposes, together with any other required regulatory approvals.

**Section 18. Replacement Stock Certificates.** If any of the Series D Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall, at the expense of the Holder, issue, in exchange and in substitution for and upon cancellation of the mutilated Series D Preferred Stock certificate, or in lieu of and substitution for the Series D Preferred Stock certificate lost, stolen or destroyed, a new Series D Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series D Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series D Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Transfer Agent.

**Section 19. Transfer Agent, Registrar, Conversion and Dividend Paying Agent.** The duly appointed transfer agent, registrar, conversion and dividend paying agent for shares of Series D Preferred Stock shall be the Transfer Agent. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; *provided that* the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders of shares of Series D Preferred Stock.

**Section 20. Form.** The Corporation may at its option issue shares of Series D Preferred Stock in certificated form or without certificates. Series D Preferred Stock certificates shall reflect the number of shares of Series D Preferred Stock represented thereby, and may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Corporation).

**Section 21. Stock Transfer and Stamp Taxes.** The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Series D Preferred Stock or shares of Common Stock or other securities issued on account of Series D Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series D Preferred Stock or Common Stock or other securities in a name other than that in which the shares of Series D Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any person other than a payment to the Holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

**Section 22. Other Rights.** The shares of Series D Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein, or in the Corporation's Amended and Restated Articles of Incorporation or as provided by applicable law.



**Exhibit I-2**

PREFERRED STOCK ARTICLES OF AMENDMENT (SERIES E)

**ARTICLES OF AMENDMENT  
to the  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
of  
BAYFIRST FINANCIAL CORP.**

I. Name. The name of the corporation is BayFirst Financial Corp. (the "Corporation").

II. Text of Amendment. The corporation's Amended and Restated Articles of Incorporation shall be amended to provide for the issuance, and to fix the preferences, limitations and relative rights, within the limits provided by applicable law, of 4,000 shares of the corporation's Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E (the "Series E Preferred Stock"), all as set forth in Exhibit A attached hereto.

III. Adoption and Date of Adoption. Pursuant to Section 607.0602 of the Florida Business Corporation Act (the "Act"), the Corporation's Amended and Restated Articles of Incorporation permit the corporation's board of directors to amend the Amended and Restated Articles of Incorporation in order to establish the preferences, limitations and relative rights of one or more series of the corporation's authorized class of Preferred Stock without the approval of the Corporation's shareholders. The foregoing amendment was adopted on April 23, 2026 by the Corporation's board of directors without shareholder approval pursuant to such section of the Act. The corporation has not issued any shares of the Series E Preferred Stock as of the date hereof.

IV. Effective Date. The Certificate of Amendment to be issued as a result of the filing of these Articles of Amendment shall become effective as of 12:01 a.m. Eastern Time on April 28, 2026 in accordance with Section 607.1006 of the Act.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, BayFirst Financial Corp. has caused these Articles of Amendment to be signed as of this 24<sup>th</sup> day of April, 2026.

BAYFIRST FINANCIAL CORP.

By:

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Anthony Saravanos  
Chairman of the Board of Directors

**Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E**

**Section 1. Designation.** There is hereby created out of the authorized and unissued shares of preferred stock of the Corporation a series of preferred stock designated as the “Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E”, no par value per share (the “Series E Preferred Stock”).

**Section 2. Number of Shares.** The total number of authorized shares of Series E Preferred Stock shall be 4,000 shares, which may from time to time be increased or decreased (but not below the number then outstanding) by the Corporation’s Board of Directors.

**Section 3. Definitions.** As used herein, the following terms shall have the meanings specified below:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended.

“Average VWAP” means the average of the VWAP for each Trading Day in the relevant period.

“Board” or “Board of Directors” means the Corporation’s board of directors or, with respect to any action to be taken by such board of directors, any committee of the board of directors duly authorized to take such action.

“Business Day” means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

“Common Stock” means the common stock, no par value per share, of the Corporation.

“Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Conversion” means a Mandatory Conversion.

“Conversion Date” has the meaning set forth in Section 5(a).

“Conversion Rate” means, initially, 2,857 shares of Common Stock per share of Series E Preferred Stock issuable upon Conversion, based on an initial Conversion Price of \$3.50 per share of Common Stock, and is subject to adjustment as provided herein.

“Conversion Price” means the Liquidation Amount per share of Series E Preferred Stock divided by the Conversion Rate then in effect. The initial Conversion Price is \$3.50.

“Current Market Price” of the Common Stock on any day, means the Average VWAP of the Common Stock for the 10 consecutive Trading Days ending on the earlier of the day in

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question and the day before the ex-date or other specified date with respect to the issuance or distribution requiring such computation, appropriately adjusted to take into account the occurrence during such period of any event described in clauses (i) through (vi) of Section 6(e). For purposes of this definition, “ex-date” means the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive an issuance or distribution.

“Dividend Payment Date” means June 15 and December 15 of each year, commencing December, 2026.

“Dividend Payment Commencement Date” means December 15, 2026.

“Dividend Period” means the period commencing on and including a Dividend Payment Date (or, with respect to the first Dividend Period, commencing on and including the Issue Date) and ending on and including the day immediately preceding the next succeeding Dividend Payment Date.

“Dividend Threshold Amount” means \$0.01 per share.

“DTC” means The Depository Trust Company.

“Holder” means the Person in whose name the shares of the Series E Preferred Stock are registered, which may be treated by the Corporation and the Transfer Agent as the absolute owner of the shares of Series E Preferred Stock for the purpose of making payment and settling conversions and for all other purposes.

“Issue Date” means the first date of issuance of shares of Series E Preferred Stock.

“Junior Stock” means the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and any other class or series of stock of the Corporation issued in the future unless the terms of which expressly provide that it ranks senior to, or on a parity with, Series E Preferred Stock as to rights dividend rights and/or as to on liquidation, dissolution or winding up of the Corporation.

“Liquidation Amount” means, initially, \$10,000 per share of Series E Preferred Stock (as subsequently adjusted for any split, subdivision, combination, consolidation, recapitalization or similar event with respect to the Series E Preferred Stock).

“Liquidation Preference” has the meaning set forth in Section 10(a).

“Mandatory Conversion” has the meaning set forth in Section 5(a).

“Market Disruption Event” means any of the following events has occurred: (i) any suspension of, or limitation imposed on, trading by the relevant exchange or quotation system during any period or periods aggregating one half-hour or longer and whether by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise relating to the Common Stock or in futures or option contracts relating to the Common Stock on the relevant exchange or quotation system, (ii) any event (other than a failure to open or a closure as described below) that disrupts or impairs the ability of market participants during any period or periods aggregating one half-hour or longer in general to effect transactions in, or

obtain market values for, the Common Stock on the relevant exchange or quotation system or futures or options contracts relating to the Common Stock on any relevant exchange or quotation system, or (iii) the failure to open of the exchange or quotation system on which the Common Stock or futures or options contracts relating to the Common Stock are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after hours or other trading outside the regular trading session hours) unless such earlier closing time is announced by such exchange or quotation system at least one hour prior to the earlier of the actual closing time for the regular trading session on such day and the submission deadline for orders to be entered into such exchange or quotation system for execution at the actual closing time on such day.

“NASDAQ Capital Market” means the NASDAQ Capital Market or other NASDAQ market in which the Corporation’s Common Stock is then traded.

“Notice of Mandatory Conversion” has the meaning set forth in Section 5(b).

“Parity Stock” means any class or series of stock of the Corporation (other than the Series E Preferred Stock or Series D Preferred Stock) authorized in the future the terms of which expressly provide that such class or series will rank on a parity with Series E Preferred Stock or Series D Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Corporation (in each case without regard to whether dividends accrue cumulatively or noncumulatively).

“Permitted Transfer” has the meaning set forth in Section 21(a).

“Permitted Transferee” has the meaning set forth in Section 21(a).

“Person” means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

“Preferred Director” has the meaning set forth in Section 13(d).

“Preferred Stock” means any and all series of the Corporation’s preferred stock, including the Series E Preferred Stock.

“Record Date” means, (i) with respect to payment of dividends on outstanding shares of Series E Preferred Stock, the 1st calendar day immediately preceding the relevant Dividend Payment Date or such other record date fixed by the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date, and (ii), for purpose of an adjustment to the Conversion Rate pursuant to Section 6, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

“Record Holder” means, as to any day, the Holder of record of outstanding shares of Series E Preferred Stock as they appear on the stock register of the Corporation at the close of business on such day.

“Registrar” means the Transfer Agent.

“Regulatory Approvals” with respect to any Holder, means the collective reference, to the extent applicable and required to permit such Holder to convert such Holder’s shares of Series E Preferred Stock into Common Stock and to own such Common Stock without such Holder being in violation of applicable law, the receipt of approvals and authorizations of, filings and registrations with, notifications to, or expiration or termination of any applicable waiting period under, the federal Bank Holding Company Act of 1956, as amended (the “BHC Act”), the federal Change in Bank Control Act (the “CIBC Act”) or any similar state laws, Hart-Scott-Rodino Antitrust Improvements Act of 1976 or the competition or merger control laws of other jurisdictions, in each case to the extent necessary to permit such Holder to convert such shares of Series E Preferred Stock and own shares of Common Stock pursuant to these Articles of Amendment.

“Reorganization Event” has the meaning set forth in Section 7.

“Series A Preferred Stock” means the Series A Preferred Stock, no par value per share, of the Corporation.

“Series B Preferred Stock” means the Series B Convertible Preferred Stock, no par value per share, of the Corporation.

“Series C Preferred Stock” means the Series C Cumulative Convertible Preferred Stock, no par value per share, of the Corporation.

“Series D Preferred Stock” has the meaning set forth in Section 4(a).

“Shareholder Approvals” means all shareholder approvals necessary to (i) approve the issuance of Common Stock upon the Mandatory Conversion for purposes of the NASDAQ Capital Market listing standards (the “Issuance Approval”), and (ii) amend the Amended and Restated Articles of Incorporation to increase the number of authorized shares of Common Stock to permit the Mandatory Conversion in full and to provide additional authorized shares of Common Stock for general corporate purposes (the “Articles Amendment Approval”).

“Trading Day” means any day on which (i) there is no Market Disruption Event and (ii) the NASDAQ Capital Market is open for trading, or, if the Common Stock (or any other securities, cash or other property into which shares of the Series E Preferred Stock becomes convertible in connection with any Reorganization Event) is not listed on the NASDAQ Capital Market, any day on which the principal national securities exchange or trading system on which the Common Stock (or such other property) is listed or traded is open for trading, or, if the Common Stock (or such other property) is not listed on a national securities exchange or traded on a trading system, any Business Day. A “Trading Day” only includes those days that have a scheduled closing time of 4:00 P.M. Eastern Time or the then standard closing time for regular trading on the relevant exchange or trading system.

“Transfer Agent” means Continental Stock Transfer & Trust, subject to the appointment of a successor transfer agent as provided in Section 19.

“U.S. Alien Holder” means a Holder that is not treated as a United States person for U.S. federal income tax purposes as defined under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended from time to time.

“Voting Parity Stock” means, with regard to any matter as to which the holders of Series E Preferred Stock are entitled to vote as specified in Section 13(a) and (d) of these Articles of Amendment, any and all series of Parity Stock upon which like voting rights have been conferred and are exercisable with respect to such matter.

“VWAP” means, on any Trading Day the volume weighted average price per share of Common Stock as displayed on Bloomberg (or any successor service) in respect of the period from 9:30 A.M. to 4:00 P.M., Eastern Time, on such Trading Day; or, if such price is not available, the volume weighted average price means the market value per share of our Common Stock on such trading day as determined by a nationally recognized independent investment banking firm retained by us for this purpose.

**Section 4. Dividends.**

(a) Commencing on the Issue Date, Holders of shares of outstanding Series E Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds of the Corporation legally available therefor, subject to Section 4(f), *pari passu* with (and otherwise with the same treatment in all respects as that of) the Corporation’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D (the “Series D Preferred Stock”) cumulative dividends in arrears at the rate per annum of 11% per share on (i) the Liquidation Amount (equivalent to \$1,100.00 per annum per share) and (ii) the amount of accrued and unpaid dividends from any prior Dividend Period on each such share of Series E Preferred Stock, payable semi-annually on each Dividend Payment Date beginning on the Dividend Payment Commencement Date until the Conversion Date. Dividends shall be payable, at the option of the Corporation, in cash or in kind through the issuance of additional shares of Series E Preferred Stock (a “PIK Dividend”). Notwithstanding the foregoing sentence, if due to the prohibition on conversion in the hands of a Holder that is not a Permitted Transferee as provided in Section 5(a) below, any outstanding shares of Series E Preferred Stock are not converted on the Conversion Date, each such share of Series E Preferred Stock, while outstanding, shall, upon and following the Conversion Date bear cumulative dividends payable, when, as and if declared by the Corporation’s board of directors, at the same date and in amounts equal to the number of shares of Common Stock into which each share of Series E Preferred Stock is then convertible, multiplied by the dividend declared and payable per share of Common Stock. Dividends will be payable on a Dividend Payment Date to Holders that are Record Holders of the applicable Record Date with respect to such Dividend Payment Date, but only to the extent a dividend has been declared to be payable on such Dividend Payment Date. If any Dividend Payment Date is not a Business Day, the dividend payable on such date shall be paid on the next Business Day without adjustment and without interest. Accumulations of dividends on shares of Series E Preferred Stock shall not bear interest. Dividends payable for any period other than a full

Dividend Period (based on the number of actual days elapsed during the period) shall be computed on the basis of days elapsed over a 360-day year consisting of twelve 30-day months.

(b) Dividends on the Series E Preferred Stock are cumulative. To the extent that the Board of Directors does not declare and pay dividends on the Series E Preferred Stock for a Dividend Period prior to the related Dividend Payment Date, in full or otherwise, such unpaid dividend shall accrue and shall compound on each subsequent Dividend Payment Date until paid.

(c) Prior to the Conversion, no dividend or distribution shall be declared or paid upon, or any sum set apart for the payment of dividends upon, any outstanding share of any Common Stock.

(d) So long as any share of Series E Preferred Stock remains outstanding, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock or Parity Stock, subject to this Section 4(d) in the case of Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Corporation or any of its subsidiaries unless all dividends on all outstanding shares of the Series E Preferred Stock for any Dividend Period have been declared and paid in full (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the Holders of shares of Series E Preferred Stock on the applicable Record Date). The foregoing limitation shall not apply to (i) any dividends or distributions of rights or Junior Stock in connection with a shareholders' rights plan or any redemption or repurchase of rights pursuant to any shareholders' rights plan; (ii) the acquisition by the Corporation or any of its subsidiaries of record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than for the beneficial ownership by the Corporation or any of its subsidiaries), including as trustees or custodians; and (iii) the exchange or conversion of Junior Stock for or into other Junior Stock or of Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case, solely to the extent required pursuant to binding contractual agreements entered into prior to the Issue Date or any subsequent agreement for the accelerated exercise, settlement or exchange thereof for Common Stock.

(e) When dividends are not paid (or declared and a sum sufficient for payment thereof set aside for the benefit of the Holders thereof on the applicable Record Date) on any Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period related to such Dividend Payment Date) in full upon shares of Series E Preferred Stock and any shares of Parity Stock, all dividends declared on shares of Series E Preferred Stock and all such Parity Stock and payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared pro rata so that the respective amounts of such dividends declared shall bear the same ratio to each other as full dividends payable on the Series E Preferred Stock for such Dividend Period and all Parity Stock payable on such Dividend Payment Date (or, in the case of Parity Stock having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) (subject to their having been declared by the Board of Directors out of legally available funds and including, in

the case of Parity Stock that bears cumulative dividends, all accrued but unpaid dividends) bear to each other. If the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation will provide written notice to the Holders of shares of Series E Preferred Stock prior to such Dividend Payment Date.

(f) If the Conversion Date or Partial Conversion Date with respect to any share of Series E Preferred Stock is on or prior to the Dividend Payment Commencement Date, the Holder of such share of Series E Preferred Stock will not have any right to receive any dividends on the Series E Preferred Stock converted on or before such Conversion Date or Partial Conversion Date with respect to such Dividend Period, whether upon Conversion or otherwise.

(g) Should the Corporation elect to pay any dividend as a PIK Dividend, the number of shares of Series E Preferred Stock to be issued in payment of such PIK Dividend with respect to each outstanding share of Series E Preferred Stock shall be determined by dividing (i) the amount of the dividend so declared by (ii) the Liquidation Preference. To the extent that any PIK Dividend would result in the issuance of a fractional share of Series E Preferred Stock to any Holder, then the amount of such fraction multiplied by the Liquidation Preference shall be paid in cash (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible thereafter). The Corporation shall at all times reserve and keep available out of its authorized and unissued Series E Preferred Stock, the full number of shares of Series E Preferred Stock required for purposes of paying all PIK Dividends that may become payable. No fractional shares of Common Stock shall be delivered to Holders in payment or partial payment of a dividend.

(h) Prior to the close of business on the Conversion Date or Partial Conversion Date, shares of Common Stock issuable upon the Mandatory Conversion or Partial Conversion thereof, as applicable, or other securities issuable upon conversion of, such share of Series E Preferred Stock shall not be deemed outstanding for any purpose, and the Holder thereof shall have no rights with respect to the Common Stock or other securities issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock) by virtue of holding such share of Series E Preferred Stock.

**Section 5. Mandatory Conversion; Conversion Procedures.**

(a) Notwithstanding anything to the contrary herein, the Series E Preferred Stock shall not be convertible in the hands of the initial Holder or any other Holder that is not a Permitted Transferee. Effective as of the close of business on the effective date of the full conversion of all shares of Series D Preferred Stock into shares of Common Stock (the "Conversion Date"), all outstanding shares of Series E Preferred Stock held by a Permitted Transferee shall automatically convert into shares of Common Stock as set forth below (the "Mandatory Conversion"); *provided that*, in the event that the Corporation has obtained the Issuance Approval but not the Articles Amendment Approval, outstanding shares of Series E Preferred Stock held by a Permitted Transferee shall automatically convert, effective as of the close of business on the effective date of such partial conversion of the Series D Preferred Stock (but only if the Articles Amendment Approval was not obtained at such meeting) (the "Partial Conversion Date") into shares of Common Stock as otherwise contemplated herein, but only to the extent of the total number of shares of Common Stock available for issuance as of the

Conversion Date (taking into consideration any shares reserved for issuance pursuant to the Corporation's equity compensation plans or other contractual obligations as of such date), allocated pro rata among the Holders of the Series D Preferred Stock and the Series E Preferred Stock (a "Partial Conversion"). In the event that a Permitted Transferee shall acquire any shares of Series E Preferred Stock that would have previously converted into shares of Common Stock but for the fact that such shares were not held by a Permitted Transferee, such shares of Series E Preferred Stock shall at the earliest possible date automatically convert in accordance with the conversion procedures herein, *mutatis mutandis*. The number of shares of Common Stock into which a share of Series E Preferred Stock shall be convertible shall be determined by dividing the Liquidation Amount by the Conversion Price (subject to any Partial Conversion and the conversion procedures of Section 6 hereof) plus cash in lieu of fractional shares in accordance with Section 9 hereof. Upon the Conversion Date or Partial Conversion Date, any certificates representing shares of Series E Preferred Stock so converted shall represent solely the right to receive the number of shares of Common Stock (plus cash in lieu of fractional shares) issuable upon the Conversion Date or the Partial Conversion Date, together with all dividends and rights accruing with respect to such shares of Common Stock from and after the Conversion Date or the Partial Conversion Date, for each share of Series E Preferred Stock held.

(b) Upon receipt of the Issuance Approval or both Shareholder Approvals, as the case may be, the Corporation shall provide, within one (1) Business Day thereafter, notice of conversion to each Holder (such notice a "Notice of Mandatory Conversion"). In addition to any information required by applicable law or regulation, the Notice of Mandatory Conversion with respect to such Holder shall state, as appropriate:

- (i) The Conversion Date (or in the case of a Partial Conversion, the Partial Conversion Date);
- (ii) a form of letter of transmittal to be completed and returned to the Transfer Agent;
- (iii) the number of shares of Common Stock (plus cash in lieu of fractional shares, if any) to be issued upon conversion of each share of Series E Preferred Stock held of record by such Holder and subject to such Mandatory Conversion; and
- (iv) the place or places where Series E Preferred Stock certificates (if held in certificated form) held of record by such Holder are to be surrendered for issuance of certificates representing shares of Common Stock.

(c) If the Holder specifies in the letter of transmittal that shares of Common Stock issuable upon Conversion of shares of Series E Preferred Stock shall be issued to a Person other than the Holder surrendering the shares of Series E Preferred Stock being converted, then the Holder shall pay or cause to be paid any transfer or similar taxes payable in connection with the shares of Common Stock so issued. In the event that such Holder fails to surrender the required number of shares within 30 days after the Conversion Date, the Corporation shall, by written notice to such Holder, indicate which shares have been converted pursuant to Section 5(a).

(d) Upon receipt by the Transfer Agent of a completed and duly executed letter of transmittal as set forth in Section 5(b), compliance with Section 5(c), if applicable, and surrender of the Series E Preferred Stock certificate(s) to be converted (if held in certificated form), the Corporation shall, within two (2) Business Days following the receipt of certificate surrendered for issuance of Common Stock, subject to (i) the receipt of a written notice from a Holder of the receipt of necessary Regulatory Approval, if any is applicable, and (ii) if required, the furnishing of appropriate endorsements and transfer documents and the payment of all transfer and similar taxes, issue and shall instruct the Transfer Agent to register the number of shares of Common Stock to which such Holder shall be entitled upon conversion (and, in the case of a Partial Conversion, the remaining shares of Series E Preferred Stock) in the name(s) of such Holder or the name(s) specified by such Holder in the completed letter of transmittal, if any.

**Section 6. Certain Conversion Procedures and Adjustments.**

(a) Immediately prior to any Conversion Date or Partial Conversion Date occurring after the Dividend Payment Commencement Date, the Corporation shall declare and pay all accumulated but unpaid dividends on the Series E Preferred Stock with respect to shares of Series E Preferred Stock converted on such Conversion Date or Partial Conversion Date. On the Conversion Date or Partial Conversion Date, dividends shall no longer be declared or paid on any such shares of Series E Preferred Stock subject to Mandatory Conversion or Partial Conversion for the current Dividend Period and any shares of Series E Preferred Stock so converted shall cease to be outstanding, in each case, subject to the right of Holders of such shares to receive solely (i) the number of shares of Common Stock into which such shares of Series E Preferred Stock are convertible, (ii) any declared and unpaid dividends on such share to the extent provided in Section 4 and this Section 6(a), and (iii) and payment to which they are entitled pursuant to Sections 5 and 9, as applicable.

(b) No allowance or adjustment, except as set forth in this Section 6, shall be made in respect of dividends payable to holders of Common Stock of record as of any date prior to such applicable Conversion Date. Prior to such applicable Conversion Date, shares of Common Stock issuable upon conversion of any shares of Series E Preferred Stock shall not be deemed outstanding for any purpose, and Holders of shares of Series E Preferred Stock shall have no rights as holders or otherwise with respect to the Common Stock (including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding shares of Series E Preferred Stock.

(c) Shares of Series E Preferred Stock duly converted in accordance herewith, or otherwise reacquired by the Corporation, shall resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance (provided that any such cancelled shares of Series E may be reissued only as shares of any series of Preferred Stock other than Series E Preferred Stock).

(d) The Person or Persons entitled to receive the Common Stock and/or cash, securities or other property issuable upon conversion of Series E Preferred Stock shall be treated for all purposes as the Record Holder(s) of such shares of Common Stock and/or securities as of the close of business on the Conversion Date with respect thereto. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash,

securities or other property (including payments of cash in lieu of fractional shares) to be issued or paid upon conversion of shares of Series E Preferred Stock should be registered or paid in the manner in which such shares should be delivered, the Corporation shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder and in the manner shown on the records of the Corporation.

(e) The Conversion Rate shall be adjusted from time to time as follows:

(i) Intentionally Omitted.

(ii) If the Corporation issues Common Stock as a dividend or distribution on the Common Stock to all holders of the Common Stock (other than in connection with a Reorganization Event), or if the Corporation effects a share split or share combination of the Common Stock, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [OS1 / OS0]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

OS0 = the number of shares of Common Stock outstanding at the close of business on the Record Date prior to giving effect to such event

OS1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event.

Any adjustment made pursuant to this clause (ii) shall become effective on the date that is immediately after (x) the Record Date or (y) the date on which such split or combination becomes effective, as applicable. If any dividend or distribution described in this clause (ii) is declared but not so paid or made, the new Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(iii) If the Corporation issues to all holders of Common Stock any rights, warrants, options or other securities (other than rights issued pursuant to a shareholder rights plan or rights or warrants issued in connection with a Reorganization Event) entitling them for a period of not more than 60 days after the date of issuance thereof to subscribe for or purchase shares of Common Stock, or if the Corporation issues to all holders of Common Stock securities convertible into Common Stock for a period of not more than 60 days after the date of issuance thereof, in either case at an exercise price per share of Common Stock or a conversion price per share of Common Stock less than the Current Market Price of the Common Stock

on the Record Date, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(OS0 + X) / (OS0 + Y)]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

OS0 = the number of shares of Common Stock outstanding at the close of business on the Record Date

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants, options, other securities or convertible securities (or upon conversion of such securities)

Y = the number of shares of Common Stock equal to the quotient of (A) the aggregate price payable to exercise such rights, warrants, options, other securities (or the conversion price for such securities paid upon conversion) and (B) the Current Market Price per share of Common Stock immediately preceding the date of announcement for the issuance of such rights, warrants, options, other securities or convertible securities.

For purposes of this clause (iii), in determining whether any rights, warrants, options, other securities or convertible securities entitle the holders to subscribe for or purchase, or exercise a conversion right for, Common Stock at less than the applicable Current Market Price per share of Common Stock on the applicable date, and in determining the aggregate exercise or conversion price payable for such Common Stock, there shall be taken into account any consideration the Corporation receives for such rights, warrants, options, other securities or convertible securities and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined in good faith by the Board of Directors. If any right, warrant, option, other security or convertible security described in this clause (iii) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof, the new Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such right, warrant, option, other security or convertible security had not been so issued.

Any adjustment made pursuant to this clause (iii) shall become effective on the date that is immediately after the Record Date.

(iv)

- (A) If the Corporation distributes capital stock (other than Common Stock), evidences of indebtedness or other assets or property of the Corporation to all holders of the Common Stock, excluding:
- (a) dividends, distributions, rights, warrants, options, other securities or convertible securities referred to in clause (ii) or (iii) above,
  - (b) dividends or distributions paid exclusively in cash, and
  - (c) Spin-Offs (as described below),

then the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [SP0 / (SP0 - FMV)]$$

where

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

SP0 = the Current Market Price of the Common Stock on the Record Date

FMV = the fair market value (as determined in good faith by the Board of Directors) of the capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of Common Stock on the Record Date.

provided that if "FMV" with respect to any distribution of shares of capital stock, evidences of indebtedness or other assets or property of the Corporation is equal to or greater than "SP0" with respect to such distribution, then in lieu of the foregoing adjustment, adequate provision shall be made so that each holder of Series E Preferred Stock shall have the right to receive on the date such shares of capital stock, evidences of indebtedness or other assets or property of the Corporation are distributed to holders of Common Stock, for each share of Series E Preferred Stock, the amount of shares of capital stock, evidences of indebtedness or other assets or property of the Corporation such holder of Series E Preferred Stock would have received had such holder of Series E Preferred Stock owned a number of shares of Common Stock into which such Series E Preferred Stock is then convertible at the conversion rate in effect on the Record Date for such distribution. An adjustment to the Conversion Rate made pursuant to this clause (iv)(A) shall be made successively whenever any such distribution is made and shall become effective on the Record Date.

- (B) If the Corporation distributes to all holders of the Common Stock, capital stock of any class or series, or similar equity interest, of or relating to a

subsidiary or other business unit of the Corporation (a “Spin-Off”), the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(FMV0 + MP0) / MP0]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

FMV0 = the average volume weighted average price of the capital stock or similar equity interest distributed to holders of the Common Stock applicable to one share of Common Stock for the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the date on which “ex-distribution trading” commences for such dividend or distribution with respect to the Common Stock on the NASDAQ Capital Market or such other national or regional exchange or association or over-the-counter market or if not so traded or quoted, the fair market value (as determined in good faith by the Board of Directors) of the capital stock or similar equity interests distributed to holders of the Common Stock applicable to one share of the Common Stock

MP0 = the Average VWAP of the Common Stock for the 10 consecutive Trading Days commencing on, and including, the third Trading Day after the date on which “ex-distribution trading” commences for such dividend or distribution with respect to the Common Stock on the NASDAQ Capital Market or such other U.S. national or regional exchange or market that is at that time the principal exchange or market for the Common Stock.

An adjustment to the Conversion Rate made pursuant to this clause (iv)(B) will occur on the 10th Trading Day from and including the effective date of the Spin-Off; provided that in respect of any conversion within the 10 Trading Days immediately following and including the date of the Spin-Off, references with respect to the Spin-Off to “the 10 consecutive Trading Days” shall be deemed replaced with a period of consecutive Trading Days containing such lesser number of Trading Days as have elapsed between the effective date of such Spin-Off and the Conversion Date and the adjustment in respect of such conversion shall occur immediately prior to the conversion. If any such dividend or distribution described in this clause (iv) is declared but not paid or made, the new Conversion Rate shall be readjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

- (v) If the Corporation pays or makes any dividend or distribution consisting exclusively of cash to all holders of Common Stock in excess of regular quarterly dividends equal to the Dividend Threshold Amount, the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [SP0 / (SP0 - C)]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Record Date

CR1 = the new Conversion Rate in effect immediately after the Record Date

SP0 = the Current Market Price of the Common Stock as of the Record Date

C = the excess of the amount in cash per share that the Corporation distributes to holders of the Common Stock over the Dividend Threshold Amount.

An adjustment to the Conversion Rate made pursuant to this clause (v) shall become effective on the date fixed for determination of the holders of Common Stock entitled to receive such dividend or distribution. If any dividend or distribution described in this clause (v) is declared but not so paid or made, the new Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

- (vi) If the Corporation or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Current Market Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "Expiration Date"), the Conversion Rate will be adjusted based on the following formula:

$$CR1 = CR0 \times [(FMV + (SP1 \times OS1)) / (SP1 \times OS0)]$$

where:

CR0 = the Conversion Rate in effect at the close of business on the Expiration Date

CR1 = the new Conversion Rate in effect immediately after the Expiration Date

FMV = The fair market value (as determined in good faith by the Board of Directors) on the Expiration Date, of the aggregate value of all cash and any other consideration paid or payable for the Common Stock validly tendered or

exchanged and not withdrawn as of the Expiration Date (the "Purchased Shares")

OSO = the number of shares of Common Stock outstanding on the Expiration Date, including any Purchased Shares

OSI = the number of shares of Common Stock outstanding on the Expiration Date, excluding any Purchased Shares

SP1 = the Average VWAP of the Common Stock for the 10 consecutive Trading-Day period commencing on the Trading Day next succeeding the Expiration Date.

If the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to such Conversion Rate will be made. Any adjustment to a Conversion Rate made pursuant to this clause (vi) shall become effective on the date immediately following the last Trading Day included in the determination of the Average VWAP of the Common Stock for purposes of SP1 above; *provided that* in respect of any conversion within the 10 Trading Days commencing on the Trading Day next succeeding the Expiration Date, references to the "10 consecutive Trading Days" with respect to this clause (vi) shall be deemed replaced with a period of consecutive Trading Days containing such lesser number of Trading Days as have elapsed between the Expiration Date and the Conversion Date, and the adjustment in respect of such conversion shall occur immediately prior to the conversion. If the Corporation or one of its subsidiaries is obligated to purchase Common Stock pursuant to any such tender or exchange offer but is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the new Conversion Rate shall be readjusted to be the Conversion Rate that would be in effect if such tender or exchange offer had not been made.

- (vii) If the Corporation has in effect a shareholder rights plan while any shares of Series E Preferred Stock remain outstanding, Holders of Series E Preferred Stock will receive, upon a conversion of Series E Preferred Stock, in addition to Common Stock, rights under the Corporation's shareholder rights agreement unless, prior to such conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from the Common Stock. If the rights provided for in the shareholder rights plan have separated from the Common Stock in accordance with the provisions of the applicable shareholder rights agreement so that Holders of Series E Preferred Stock would not be entitled to receive any rights in respect of the Common Stock, if any, that the Corporation is required to deliver upon conversion of Series E Preferred Stock, the Conversion Rate will be adjusted at the time of separation as if the Corporation had distributed to all holders of the Common Stock, capital stock, evidences of indebtedness or other assets or property pursuant to clause (iv) above, subject to readjustment upon the subsequent expiration, termination or redemption of the rights. A distribution of rights pursuant to a shareholder rights plan will not trigger

an adjustment to the Conversion Rates pursuant to clauses (iii) or (iv) above.

(f) The Corporation may make such increases in the Conversion Rate, in addition to any other increases required by this Section 6, if the Board of Directors deems it advisable in order to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of the Corporation's shares (or issuance of rights or warrants to acquire shares) or from any event treated as such for income tax purposes or for any other reasons. If any adjustment to the Conversion Rate is treated as a distribution to any U.S. Alien Holder which is subject to withholding tax, the Corporation (or Transfer Agent or any paying agent on behalf of the Corporation) may set off any withholding tax that is required to be collected with respect to such deemed distribution against cash payments and other distributions otherwise deliverable to such Holder.

(g) No adjustment in any Conversion Rate will be required unless the adjustment would require an increase or decrease of at least 1% of the Conversion Rate. If the adjustment is not made because the adjustment does not change the Conversion Rate by at least 1%, then the adjustment that is not made will be carried forward and taken into account in any future adjustment. All required calculations will be made to the nearest cent or 1/10,000th of a share. Notwithstanding the foregoing, all adjustments not previously made shall have effect with respect to the Conversion. No adjustment to the Conversion Rates need be made if Holders may participate in the transaction that would otherwise give rise to such adjustment, so long as the distributed assets or securities the Holders would receive upon conversion of shares of Series E Preferred Stock—if such assets or securities are convertible, exchangeable or exercisable—are convertible, exchangeable or exercisable, as applicable, without any loss of rights or privileges for a period of at least 45 days following conversion of shares of Series E Preferred Stock.

(h) The applicable Conversion Rate shall not be adjusted:

- (i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in the Common Stock under any plan;
- (ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, employee agreement or arrangement or program of the Corporation;
- (iii) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Issue Date;
- (iv) for a change in the par value of the Common Stock; or
- (v) as a result of a tender offer solely to holders of fewer than 100 shares of the Common Stock.

(i) Whenever the Conversion Rate, is to be adjusted, the Corporation shall: (i) compute such adjusted Conversion Rate and prepare and transmit to the Transfer Agent an Officers' Certificate setting forth such adjusted Conversion Rate, the method of calculation thereof in reasonable detail and the facts requiring such adjustment and upon which such adjustment is based; (ii) as soon as practicable following the determination of a revised Conversion Rate, provide, or cause to be provided, a written notice to the Holders of shares of Series E Preferred Stock of the occurrence of such event and (iii) as soon as practicable following the determination of a revised Conversion Rate, provide, or cause to be provided, to the Holders of shares of Series E Preferred Stock, a statement setting forth in reasonable detail the method by which the adjustment to the Conversion Rate, as applicable, was determined and setting forth such revised Conversion Rate. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

**Section 7. Reorganization Events.**

(a) In the event that any of the following events occurs on or prior to the Conversion Date:

- (i) any consolidation or merger of the Corporation with or into another Person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities or other property of the Corporation or another Person),
- (ii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the Corporation's property and assets (including, without limitation, any change in ownership of 50% or more of the equity interests in BayFirst National Bank or any sale of all or substantially all of the assets of BayFirst National Bank), or
- (iii) any reclassification of the Common Stock into securities including securities other than the Common Stock (any such event specified in paragraphs (i) through (ii) of this Section 7(a), a "Reorganization Event"),

then, except as provided in Section 7(b), each share of Series E Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of the Holders thereof, remain outstanding but shall at each Holder's option, subject to the applicable rules of the NASDAQ Capital Market or any other national securities exchange or automated quotation system where the Common Stock is listed and other applicable laws and regulations, upon the effective date and time ("Reorganization Effective Time") of such Reorganization Event, be convertible into the kind of securities, cash and other property receivable in such Reorganization Event (without any interest thereon and without any right to dividends or distributions thereon which have a record date that is prior to the Reorganization Event) per share of Common Stock (the "Exchange Property") as if the Holder of such share of Series E Preferred Stock had converted such share into Common Stock immediately prior to such Reorganization Event and exercised his rights of election, if any, as to the kind or amount of securities, cash and other

property receivable upon such Reorganization Event (*provided that* if the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event and in respect of which such rights of election shall have been exercised ("Electing Share"), then, for the purpose of this Section 7 the kind and amount of securities, cash and other property receivable upon such Reorganization Event by the holder of each Electing Share shall be deemed to be the weighted average of the kinds and amounts so receivable per share by the holders of the Electing Shares). The amount of Exchange Property receivable upon any Reorganization Event shall be determined based upon the Conversion Rate in effect on such Reorganization Effective Time.

The above provisions of this Section 7 shall similarly apply to successive Reorganization Events and the provisions of Section 8 shall apply to any shares of capital stock of the Corporation (or any successor) received by the holders of Common Stock in any such Reorganization Event.

The Corporation (or any successor) shall, within 20 days of the Reorganization Effective Time, provide written notice to the Holders of the occurrence of such event and of the kind and amount of the cash, securities or other property that constitute the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 7.

The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless such agreement provides for or does not interfere with or prevent (as applicable) conversion of the Series E Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Section 7.

(b) In the event of a Reorganization Event after the Issue Date but prior to the Conversion Date, unless the holders of at least a majority of the outstanding shares of the Series E Preferred Stock, voting as a separate class, elect otherwise by written notice sent to the Corporation at least five days prior to the Reorganization Effective Time, holders of Series E Preferred Stock will be entitled to receive, for each share of Series E Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus), legally available for distribution to the stockholders of the Corporation, subject to the rights of any Persons that are holders of any class or series of securities ranking senior to the Series E Preferred Stock upon a Reorganization Event, a distribution ("Preference Distribution") equal to the greater of: (i) two times the amount of the Liquidation Preference plus any declared and unpaid dividends on such share to the extent provided in Section 4, or (ii) the amount equal to the distribution of assets or proceeds as was receivable by a holder of the number of shares of Common Stock into which such of Series E Preferred Stock was convertible immediately prior to such Reorganization Event. Insofar as the dividends or Preference Distributions payable are property other than cash, such dividends or Preference Distributions shall be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors or a duly authorized committee of the Board of Directors; provided that such dividends or Preference Distributions in property other than cash will be made only to the extent the Holder, together with all Affiliates of the Holder, either (i) has obtained all consents, permits, approvals, registrations and waivers of any governmental authority which are necessary or advisable for such Holder to control the Corporation and BayFirst National Bank or (ii) will not own or control in the aggregate 10% or

more of the total outstanding shares of any class of voting securities or 33.3% of the total equity of the Corporation or BayFirst National Bank after making such payment (unless such Holder and Affiliates have obtained all consents, permits, approvals, registrations and waivers of any governmental authority which are necessary or advisable for such Holder to equal or exceed 10% of the total outstanding shares of any class of voting securities of the Corporation or BayFirst National Bank, as applicable, in which case such thresholds shall be 25% and 33.3%, respectively), and to the extent that such payment may trigger exceeding such aggregate ownership, the Holder will be paid cash in lieu of such other property.

**Section 8. Reservation of Common Stock and Series E Preferred Stock.**

(a) Subject to the Shareholder Approvals, the Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock (taking into consideration any shares reserved for issuance pursuant to the Corporation's equity compensation plans or other contractual obligations as of such date), solely for issuance upon the conversion of shares of Series E Preferred Stock as herein provided, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series E Preferred Stock then outstanding. For purposes of this Section 8(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series E Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(b) The Corporation shall at all times reserve and keep available out of its authorized and unissued shares of Series E Preferred Stock, solely for issuance as herein provided, free from any preemptive or other similar rights, such number of shares of Series E Preferred Stock as shall from time to time be issuable as herein provided.

(c) All shares of Common Stock delivered upon conversion of the Series E Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series E Preferred Stock, the Corporation shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental or regulatory authority.

(e) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on the NASDAQ Capital Market or any other national securities exchange or automated quotation system, the Corporation shall, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all Common Stock issuable upon conversion of the Series E Preferred Stock; *provided, however*, that if the rules of such exchange or automated quotation system permit the Corporation to defer the listing of such Common Stock until the first conversion of shares of Series E Preferred Stock into Common Stock in accordance with the provisions hereof, the Corporation covenants to list such Common Stock issuable upon

conversion of shares of Series E Preferred Stock in accordance with the requirements of such exchange or automated quotation system at such time.

**Section 9. Fractional Shares.**

- (a) No fractional shares of Common Stock shall be issued as a result of any conversion of shares of Series E Preferred Stock.
- (b) In lieu of any fractional share of Common Stock otherwise issuable in respect of any Conversion, the Corporation shall at its option either (i) issue to such Holder an amount of shares rounded up to the next whole share of Common Stock or (ii) pay an amount in cash (computed to the nearest cent) equal to the same fraction of the Current Market Price of the Common Stock as of the end of the Trading Day preceding the Conversion Date.
- (c) If more than one share of the Series E Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series E Preferred Stock so surrendered.

**Section 10. Liquidation Rights.**

- (a) Voluntary or Involuntary Liquidation. Other than a Reorganization Event as provided in Section 7, in the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, each Holder of shares of Series E Preferred Stock shall be entitled to receive for each share of Series E Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any creditors of the Corporation, before any distribution of such assets or proceeds is made to or set aside for the holders of Common Stock and any other Junior Stock of the Corporation, *pari passu* with the Series D Preferred Stock, payment in full in an amount equal to the sum of (i) Liquidation Amount per share of Series E Preferred Stock and (ii) any declared and unpaid dividends on such share to the extent provided in Section 4 (all such amounts collectively, the "Liquidation Preference"), *provided that* such Liquidation Preference shall not apply after the Conversion Date.
- (b) Partial Payment. If in any distribution described in Section 10(a) of the Corporation's assets or the proceeds thereof are not sufficient to pay in full the amounts payable with respect to all outstanding shares of Series E Preferred Stock and the corresponding amounts payable with respect of any other stock of the Corporation ranking equally with Series E Preferred Stock as to such distribution, Holders of Series E Preferred Stock and the holders of such other stock shall share ratably in any such distribution in proportion to the full respective distributions (including, if applicable, dividends on such amount) to which they are entitled.
- (c) Residual Distributions. If the Liquidation Preference has been paid in full to all Holders of Series E Preferred Stock and the corresponding amounts payable with respect of any other stock of the Corporation ranking equally with Series E Preferred Stock as to such distribution has been paid in full, the Holders of the Series E Preferred Stock will have no right or claim to any of the remaining assets of the Corporation (or proceeds thereof).

(d) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 10, the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the Holders of shares of Series E Preferred Stock receive cash, securities or other property for their shares, or the sale, lease, or exchange (for cash, securities or other property) or pledge of all or substantially all of the assets of the Corporation, shall not constitute a liquidation, dissolution or winding up of the Corporation.

**Section 11. No Sinking Fund.** The shares of Series E Preferred Stock will not be subject to any mandatory redemption, sinking fund or other similar provisions. Holders of shares of Series E Preferred Stock will have no right to require redemption or repurchase of any shares of Series E Preferred Stock.

**Section 12. Status of Repurchased Shares.** Shares of Series E Preferred Stock that are converted into Common Stock or repurchased or otherwise acquired by the Corporation shall revert to authorized but unissued shares of Preferred Stock undesignated as to series (*provided that any such cancelled shares of Series E Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Series E Preferred Stock*).

**Section 13. Voting Rights.**

(a) General. The Holders of shares of Series E Preferred Stock shall not have any voting rights except as set forth below or as otherwise from time to time required by law. Holders of shares of Series E Preferred Stock will be entitled to one vote for each such share on any matter on which Holders of shares of Series E Preferred Stock are entitled to vote, including any action by written consent.

(b) Voting Rights as to Particular Matters. So long as any shares of Series E Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Corporation's Amended and Restated Articles of Incorporation, the affirmative vote or consent of the Holders of at least 66 2/3% of the shares of Series E Preferred Stock at the time outstanding, voting as a separate class, given in person or by proxy, by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

- (i) Authorization of Senior Stock. Any amendment or alteration of the Corporation's Amended and Restated Articles of Incorporation or any articles of amendment thereto to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Corporation ranking senior to the Series E Preferred Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Corporation;
- (ii) Amendment of Series E Preferred Stock. Any amendment, alteration or repeal of any provision of the Corporation's Amended and Restated Articles of Incorporation or these Articles of Amendment thereto (including, unless no vote on such merger or consolidation is required by clause (iii) below, any amendment, alteration or repeal by means of a

merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of shares of Series E Preferred Stock; or

- (iii) Share Exchanges, Reclassifications, Mergers and Consolidations. Any consummation of a binding share exchange or reclassification involving the shares of Series E Preferred Stock, or of a merger or consolidation of the Corporation with another corporation or other entity, unless in each case (x) the shares of Series E Preferred Stock remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of shares of Series E Preferred Stock immediately prior to such consummation, taken as a whole;

*provided, however,* that for all purposes of this Section 13(b), the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any other series of Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of Preferred Stock, ranking equally with and/or junior to Series E Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or noncumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Corporation will not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of outstanding shares of the Series E Preferred Stock.

(c) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the Holders of Series E Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Corporation's Amended and Restated Articles of Incorporation and Bylaws and applicable law and the rules of any national securities exchange or other trading facility on which Series E Preferred Stock is listed or traded at the time.

(d) Preferred Stock Directors. Whenever, at any time or times, dividends payable on the shares of Series E Preferred Stock, if any shares of Series E Preferred Stock remain outstanding, have not been paid for an aggregate of three or more Dividend Periods, in each case whether or not consecutive, the authorized number of directors of the Corporation shall automatically be increased by two and the holders of the Series E Preferred Stock shall have the right, together with holders of any one or more other classes or series of Voting Parity Stock outstanding at the time, voting together as a class, to elect two directors (the "Preferred")

Directors” and each a “Preferred Director”) to fill such newly created directorships at the Corporation’s next annual meeting of shareholders (or at a special meeting called for that purpose prior to such next annual meeting) and at each subsequent annual meeting of shareholders until all accrued and unpaid dividends for all past Dividend Periods, including the latest completed Dividend Period, on all outstanding shares of Series E Preferred Stock have been declared and paid in full.

Further, if any other class or series of Voting Parity Stock at any time has the right to elect such a Preferred Director, holders of Series E Preferred Stock will have the right, together with holders of all classes or series of Voting Parity Stock, to elect such Preferred Director.

**Section 14. Record Holders.** To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the Record Holder of any share of Series E Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

**Section 15. Notices.** All notices or communications in respect of Series E Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in these Articles of Amendment or in the Corporation’s Amended and Restated Articles of Incorporation or Bylaws or by applicable law. Notwithstanding the foregoing, if shares of Series E Preferred Stock are issued in book-entry form through DTC or any similar facility, such notices may be given to the Holders of Series E Preferred Stock in any manner permitted by such facility.

**Section 16. No Preemptive Rights; No Redemption Rights.** No share of Series E Preferred Stock shall have any preemptive rights whatsoever as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted. No holder of shares of Series E Preferred Stock shall have at any time the right to put such shares of Series E Preferred Stock to the Corporation or to have the Corporation redeem any shares of Series E Preferred Stock.

**Section 17. Redemption by the Corporation.** The Series E Preferred Stock shall not be redeemable by the Corporation. In all events, any repurchase or redemption of Series E Preferred Stock shall be subject to the prior approval of the Corporation’s primary federal banking regulator, if required by applicable law or regulation or if such approval is a requirement to the Series E Preferred Stock being classified as Tier 1 capital (or the equivalent) for bank regulatory purposes, together with any other required regulatory approvals.

**Section 18. Replacement Stock Certificates.** If any of the Series E Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall, at the expense of the Holder, issue, in exchange and in substitution for and upon cancellation of the mutilated Series E Preferred Stock certificate, or in lieu of and substitution for the Series E Preferred Stock certificate lost, stolen or destroyed, a new Series E Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series E Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series E Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Transfer Agent.

**Section 19. Transfer Agent, Registrar, Conversion and Dividend Paying Agent.** The duly appointed transfer agent, registrar, conversion and dividend paying agent for shares of Series E Preferred Stock shall be the Transfer Agent. The Corporation may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Corporation and the Transfer Agent; *provided that* the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders of shares of Series E Preferred Stock.

**Section 20. Form.** The Corporation may at its option issue shares of Series E Preferred Stock in certificated form or without certificates. Series E Preferred Stock certificates shall reflect the number of shares of Series E Preferred Stock represented thereby, and may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Corporation).

**Section 21. Stock Transfer and Stamp Taxes.**

(a) Notwithstanding anything to the contrary contained in these Articles of Amendment, upon any transfer of the Series E Preferred Stock by the initial Holder thereof that is not a Permitted Transfer, the shares of Series E Preferred Stock held by the transferee shall not be convertible into shares of Common Stock pursuant to Section 5. A "Permitted Transfer" means a transfer by a Holder of Series E Preferred Stock (i) in a widespread public distribution; (ii) to the Corporation; (iii) in which no transferee (or group of associated transferees) would receive two percent (2%) or more of any class of voting securities of the Corporation; or (iv) to a transferee that would control more than fifty percent (50%) of the voting securities of the Corporation without any transfer from such Holder of Series E Preferred Stock. A "Permitted Transferee" means a transferee that is not affiliated with the initial Holder and that obtained shares of Series E Preferred Stock in a Permitted Transfer or from another transferee that is a Permitted Transferee.

(b) The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Series E Preferred Stock or shares of Common Stock or other securities issued on account of Series E Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series E Preferred Stock or Common Stock or other securities in a name other than that in which the shares of Series E Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any person other than a payment to the Holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the person otherwise entitled to such issuance, delivery or payment has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

**Section 22. Other Rights.** The shares of Series E Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special

rights, or qualifications, limitations or restrictions thereof, other than as set forth herein, or in the Corporation's Amended and Restated Articles of Incorporation or as provided by applicable law.

**Exhibit I**

FORM OF EXCHANGE AGREEMENT

**EXCHANGE AGREEMENT**

**by and between**

**BAYFIRST FINANCIAL CORP.**

**and**

**KENNETH R. LEHMAN**

**Dated as of April [•] 2026**

This EXCHANGE AGREEMENT is made and entered into as of April [•], 2026 (this “Agreement”) by and between BayFirst Financial Corp. (the “Company”), and Kenneth R. Lehman, an individual resident of the State of Florida (the “Investor”).

#### RECITALS

A. At the closing of the transactions contemplated by that certain Securities Purchase Agreement, dated April [•], 2026, among the Company and each purchaser identified on the signature pages thereto, including the exhibits and schedules to such agreement (the “Purchase Agreement”), the Company will issue to the Investor no shares of the Company’s common stock, no par value (the “Common Stock”), no shares of the Company’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series D, no par value (the “Series D Preferred Shares”), and 4,000 shares of the Company’s Mandatorily Convertible Cumulative Perpetual Preferred Stock, Series E, no par value (the “Series E Preferred Shares”).

B. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

C. The Investor is seeking, to the extent applicable and required to permit the Investor to exchange its shares of Series E Preferred Shares for Common Stock and to own such shares of Common Stock without such Investor being in violation of applicable law, approvals and authorizations of, filings and registrations with, notifications to, or expiration or termination of any applicable waiting period under, the federal Change in Bank Control Act or any similar state laws, in each case to the extent necessary to permit such Investor to exchange such shares of Series E Preferred Shares and own shares of Common Stock pursuant to this Agreement (“Regulatory Approval”).

D. Upon the Investor receiving Regulatory Approval and the Company receiving the Shareholder Approvals (as defined in the Preferred Stock Articles of Amendment), the Company and the Investor desire to exchange (the “Exchange”) the Series E Preferred Shares then held by Investor (the “Exchanged Shares”) for a number of shares of Common Stock into which such Exchanged Shares would then be convertible in the hands of a Permitted Transferee (as defined in the Preferred Stock Articles of Amendment) in accordance with the Preferred Stock Articles of Amendment (such shares of Common Stock issued to the Investor in connection with the Exchange, the “New Shares”) on the terms and subject to the conditions set forth herein.

E. The Company and the Investor each desire to enter into this Agreement subject to the conditions precedent to closing set forth in Article V of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE VII.

**THE CLOSING: CONDITIONS TO THE CLOSING**

7.1 **The Closing.**

- (a) The closing of the Exchange (the "Closing"), for the avoidance of doubt, subject to the Shareholder Approvals and Regulatory Approval, will take place remotely via the electronic exchange of documents and signature pages, as the parties may agree. The Closing shall occur one (1) Business Day after the satisfaction or waiver of the conditions in Sections 1.1(c), (d) and (e), or at such other place, time and date as shall be agreed between the Company and the Investor. The time and date on which the Closing occurs is referred to in this Agreement as the "Closing Date."
- (b) Subject to the fulfillment or waiver of the conditions to the Closing in this Section 1.1, at the Closing (i) the Company will or will cause the transfer agent for the Common Stock (as applicable) to register the New Shares in the name of the Investor and deliver or cause to be delivered reasonably satisfactory evidence of such registration to the Investor and (ii) the Investor will deliver one or more stock certificates or book-entry shares, as applicable, representing the Exchanged Shares to the Company.
- (c) The respective obligations of each of the Investor and the Company to consummate the Exchange are subject to the fulfillment (or waiver by the Company and the Investor, as applicable) prior to the Closing of the conditions that (i) any approvals, non-objections or authorizations of all United States and other governmental, regulatory or judicial authorities (collectively, "Governmental Entities") required for the consummation of the Exchange (including the Regulatory Approval) shall have been obtained or made in form and substance reasonably satisfactory to each party and shall be in full force and effect and all waiting periods required by United States and other applicable law, if any, shall have expired, (ii) no provision of any applicable United States or other law and no judgment, injunction, order or decree of any Governmental Entity shall prohibit consummation of the Exchange as contemplated by this Agreement or impose material limits on the ability of any party to this Agreement to consummate the transactions contemplated by this Agreement, and (iii) the Shareholder Approvals shall have been obtained, the Preferred Stock Articles of Amendment have been filed with the Florida Department of State, and a certificate of amendment has been issued with respect thereto.
- (d) The obligation of the Investor to consummate the Exchange is also subject to the fulfillment (or waiver by the Investor) at or prior to the Closing of each of the following conditions:
- (i) (A) the representations and warranties of the Company set forth in Article III of this Agreement shall be true and correct in all material respects as though made on and as of the date of this Agreement and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all material respects as of such other date) and (B) the Company shall have performed

in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing;

(ii) the Company shall have filed with the Florida Department of State (and the Florida Department of State shall have confirmed the effectiveness of) the Preferred Stock Articles of Amendment, which Preferred Stock Articles of Amendment shall remain in full force and effect without any amendments or modifications thereto (except as consented to in writing by the Investor and for which any Required Approvals (if any) have been obtained);

(iii) the Company shall have delivered evidence in book-entry form, evidencing the issuance of the New Shares to the Investor.

(e) The obligation of the Company to consummate the Exchange is also subject to the fulfillment (or waiver by the Company) at or prior to the Closing of each of the following conditions:

(i) (A) the representations and warranties of the Investor set forth in Article IV of this Agreement shall be true and correct in all material respects as though made on and as of the date of this Agreement and as of the Closing Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all material respects as of such other date) and (B) the Investor shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing; and

(ii) the Investor shall have delivered one or more stock certificates or book-entry shares representing the Exchanged Shares to the Company.

## 7.2 **Interpretation**

. When a reference is made in this Agreement to "Recitals," "Articles," "Sections," or "Schedules" such reference shall be to a Recital, Article or Section of, or Schedule to, this Agreement, unless otherwise indicated. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to "herein," "hereof," "hereunder" and the like refer to this Agreement as a whole and not to any particular section or provision, unless the context requires otherwise. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation." No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to "\$" or "dollars" mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References

to a "business day" shall mean any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

ARTICLE VIII.

**EXCHANGE**

**8.1 Exchange**

. On the terms and subject to the conditions set forth in this Agreement, upon the Closing and, for the avoidance of doubt, subject to the Shareholder Approvals and Regulatory Approval, (i) the Company agrees to issue to the Investor, in exchange for the Exchanged Shares, the applicable number of New Shares in respect of such Exchanged Shares, and (ii) the Investor agrees to deliver to the Company book-entry shares representing the Exchanged Shares.

**8.2 Exchange Documentation**

. Settlement of the Exchange will take place on the Closing Date, at which time the Investor will cause delivery of the Exchanged Shares to the Company or its designated agent and the Company will cause delivery of the New Shares to the Investor.

**8.3 Status of Exchanged Shares after Closing**

. The Exchanged Shares exchanged for the New Shares pursuant to this Article II are being reacquired by the Company and shall have the status of authorized but unissued Series E Preferred Shares and may be issued or reissued.

**8.4 Securities Act Exemption**

. The Exchange is being effected pursuant to an exemption from registration under the Securities Act, including but not limited to Section 3(a)(9) thereof.

ARTICLE IX.

**REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Investor as of the date hereof and as of the Closing Date, other than as disclosed in the SEC Reports (as defined in the Purchase Agreement) or as otherwise set forth in the Purchase Agreement:

**9.1 Existence and Power.**

(a) Organization, Authority and Significant Subsidiaries. The Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary power and authority to own, operate and lease its properties and to carry on its business in all material respects as it is being currently conducted, and except where the failure to be so

qualified or in good standing, as the case may be, would not in the reasonable judgment of the Company be expected to have a Material Adverse Effect, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification. Each subsidiary of the Company that is a "significant subsidiary" within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act has been duly organized and is validly existing under the laws of its jurisdiction of organization. The articles of incorporation and bylaws of the Company, copies of which have been available to the Investor prior to the date hereof, are true, complete and correct copies of such documents as in full force and effect as of the date hereof.

9.2 **Authorization and Enforceability.**

(a) The Company has the corporate power and authority to execute and deliver this Agreement and, subject to the Shareholder Approvals, to carry out its obligations hereunder, which includes the issuance of the New Shares.

(b) Subject to the Shareholder Approvals, the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company, and no further approval or authorization is required on the part of the Company. This Agreement is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Bankruptcy Exceptions").

9.3 **New Shares**

. Subject to the Shareholder Approvals, the New Shares have been duly and validly authorized by all necessary action, and, when issued and delivered pursuant to this Agreement, such New Shares will be duly and validly issued and fully paid and non-assessable free and clear of any liens or encumbrances, will not be issued in violation of any preemptive rights under its organizational documents or the Florida Business Corporation Act, and will not subject the holder thereof to personal liability.

9.4 **Non-Contravention.**

(a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby, and compliance by the Company with the provisions hereof, will not, subject to the Shareholder Approvals, (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the

properties or assets of the Company or any Company Subsidiary under any of the terms, conditions or provisions of (A) its organizational documents or (B) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which it or any Company Subsidiary may be bound, or to which the Company or any Company Subsidiary or any of the properties or assets of the Company or any Company Subsidiary may be subject, or (ii) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Company or any Company Subsidiary or any of their respective properties or assets except, in the case of clauses (i)(B) and (ii), for those occurrences that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) Other than the filing of any current report on Form 8-K required to be filed with the Securities and Exchange Commission (“SEC”), the Required Approvals (as defined in the Purchase Agreement), and such consents, notices and approvals that have been made or obtained, no notice to, filing with or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Company in connection with the consummation by the Company of each Exchange except for any such notices, filings, reviews, authorizations, consents and approvals the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.5 **Anti-Takeover Provisions**

. The consummation of the transactions contemplated by this Agreement will not be subject to any “moratorium,” “control share,” “fair price,” “interested stockholder” or other anti-takeover laws and regulations of the State of Florida.

9.6 **Offering of Securities**

. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of the New Shares under the Securities Act and the rules and regulations of the SEC promulgated thereunder), which would reasonably be expected to subject the offering, issuance or sale of the New Shares to the Investor pursuant to this Agreement to the registration requirements of the Securities Act.

ARTICLE X.

**REPRESENTATION AND WARRANTIES OF INVESTOR**

The Investor represents and warrants to the Company as of the date hereof and as of the Closing Date:

10.1 **Organization: Authority**

. The Investor is an individual resident of the State of Florida with the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out his obligations hereunder. The execution, delivery and performance by the Investor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Investor, and no further approval or authorization is required on the part of the Investor. This Agreement has been duly and validly executed and delivered by the Investor. Assuming due authorization, execution and delivery by Company, this Agreement constitutes the legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms and conditions, except as enforceability may be limited by the Bankruptcy Exceptions.

10.2 **Non Contravention.**

(a) The execution, delivery and performance by the Investor of this Agreement and the consummation of the transactions contemplated hereby, and compliance by the Investor with the provisions hereof, will not (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Investor under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Investor is a party or by which it may be bound, or to which the Investor or any of the properties or assets of the Investor may be subject, or (ii) violate any statute, rule or regulation or any judgment, ruling, order, writ, injunction or decree applicable to the Investor or any of its properties or assets except, in the case of clauses (i) and (ii), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect on the ability of the Investor to consummate the transactions contemplated by this Agreement.

(b) Other than such notices, consents and approvals that have been made or obtained, no notice to, filing with or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by the Investor in connection with the consummation by the Investor of the Exchange.

ARTICLE XI.

**COVENANTS**

**11.1 Commercially Reasonable Efforts**

. Subject to the terms and conditions of this Agreement, each of the parties will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable law, so as to permit consummation of the Exchange, for the avoidance of doubt, subject to the Shareholder Approvals and Regulatory Approval, as promptly as practicable and otherwise to

enable consummation of the transactions contemplated hereby and shall use commercially reasonable efforts to cooperate with the other party to that end.

**11.2 Certain Notifications Until Closing**

. From the date hereof until the Closing, each of the parties shall promptly notify the other party of (a) any fact, event or circumstance of which it is aware and which would reasonably be likely to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect or to cause any covenant or agreement of such party contained in this Agreement not to be complied with or satisfied in any material respect and (b) any action or Proceeding pending or, to the knowledge of such party, threatened against such party that questions or might question the validity of this Agreement or seeks to enjoin or otherwise restrain the transactions contemplated hereby; provided, however, that delivery of any notice pursuant to this Section 5.2 shall not limit or affect any rights of or remedies available to the Company or the Investor.

ARTICLE XII.

**ADDITIONAL AGREEMENTS**

**12.1 Compliance with Laws**

. The Investor covenants that the New Shares may be disposed of only pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act, or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and in compliance with any applicable state and federal securities laws. In connection with any transfer of the New Shares other than (i) pursuant to an effective registration statement, (ii) to the Company, or (iii) pursuant to Rule 144 (provided that the Investor provides the Company with reasonable assurances (in the form of seller and, if applicable, broker representation letters) that the securities may be sold pursuant to such rule), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred securities under the Securities Act. As a condition of any transfer in accordance with the preceding sentence, any such transferee shall agree in writing to be bound by the terms of this Agreement.

**12.2 Legends**

. Certificates evidencing the New Shares shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (or, with respect to securities held in uncertificated form, the Transfer Agent will record such a legend on the share register):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE

STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

ARTICLE XIII.

**MISCELLANEOUS**

**13.1 Termination**

. This Agreement may be terminated at any time prior to the Closing:

- (a) by either the Investor or the Company if the Closing shall not have occurred by December 31, 2026; provided, however, that in the event the Closing has not occurred by such date, the parties will consult in good faith to determine whether to extend the term of this Agreement, it being understood that the parties shall be required to consult only until the fifth day after such date and not be under any obligation to extend the term of this Agreement thereafter; provided, further, that the right to terminate this Agreement under this Section 7.1(a) shall not be available to any party whose breach of any representation or warranty or failure to perform any obligation under this Agreement shall have caused or resulted in the failure of the Closing to occur on or prior to such date;
- (b) by either the Investor or the Company in the event that any Governmental Entity shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement (or if any such Governmental Entity informs the Investor or the Company that it intends to disapprove any notice or application required to be filed by such party in order to consummate the transactions contemplated by this Agreement) and such order, decree, ruling or other action shall have become final and non-appealable; or
- (c) by the mutual written consent of the Investor and the Company.

In the event of termination of this Agreement as provided in this Section 7.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except that nothing herein shall relieve either party from liability for fraud, willful misconduct or any breach of this Agreement.

13.2 **Survival of Representations and Warranties**

. The representations and warranties of the Company and the Investor made herein or in any certificates delivered in connection with the Closing shall survive the Closing without limitation.

13.3 **Amendment**

. No amendment of any provision of this Agreement will be effective unless made in writing and signed by an officer or a duly authorized representative of each of the Company and the Investor. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law.

13.4 **Waiver of Conditions**

. The conditions to each party's obligation to consummate the Exchange are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law. No waiver will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

13.5 **Governing Law; Submission to Jurisdiction, etc**

. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and to be performed entirely within such State. Each party agrees that all Proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be resolved in the Delaware Courts. Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such Delaware Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

13.6 **Notices**

. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or e-mail (provided the sender receives a machine-generated confirmation of successful facsimile transmission or e-mail notification or confirmation of receipt of an e-mail transmission) at the facsimile number or e-mail address specified in this Section 7.6 prior to 5:00 P.M., New York City time, on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile or e-mail at the facsimile number or e-mail address specified in this Section 7.6 on a day that is not a Trading Day or later than 5:00 P.M., New York City time, on any Trading Day, (c) the Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company: BayFirst Financial Corp.  
700 Central Avenue  
St. Petersburg, FL 3370  
Attention: Scott J. McKim, CFO  
[redacted]

With a copy to: Iglar and Pearlman, P.A.  
3122 Mahan Drive, Suite 801-180  
Tallahassee, FL 32308  
Attention: Richard Pearlman  
[redacted]

If to the Investor: Kenneth R. Lehman  
122 North Gordon Road  
Fort Lauderdale, Florida 33301  
[redacted]

With a copy to: Nelson Mullins Riley & Scarborough, LLP  
Atlantic Station  
201 17th Street NW  
Suite 1700  
Atlanta, GA 30363  
Attn: Robert D. Klingler, Esquire  
[redacted]

13.7 **Assignment**

. Neither this Agreement nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of each

other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except an assignment, in the case of a Business Combination, where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale. The term "Business Combination" means a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company's stockholders.

13.8 **Severability**

. If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

13.9 **No Third-Party Beneficiaries**

. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Company and the Investor any benefit, right or remedies.

13.10 **Entire Agreement, etc**

. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. For the avoidance of doubt, the Purchase Agreement shall remain in full force and effect.

13.11 **Counterparts and Facsimile**

. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by electronic transmission or facsimile and such electronic transmissions and facsimiles will be deemed as sufficient as if actual signature pages had been delivered.

13.12 **Specific Performance**

. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled (without the necessity of posting a bond) to

specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

13.13 **Expenses**

. Except as otherwise expressly provided in this Agreement and/or the Purchase Agreement, all costs and expenses incurred in connection with this Agreement will be borne and paid by the party incurring the expense.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**BAYFIRST FINANCIAL CORPORATION**

By: \_\_\_\_\_

Name: [•]

Title: [•]

**INVESTOR:**

\_\_\_\_\_  
Kenneth R. Lehman

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") dated as of March 25, 2026, is made by and among **BayFirst Financial Corp.**, a Florida corporation (the "Company"), **BayFirst National Bank**, a national association and wholly-owned subsidiary of the Company (the "Bank" and collectively, with the Company, the "Employer"), and **Alfred T. Rogers, Jr.**, a resident of Florida (the "Executive").

Following consummation of the Company's private placement of securities resulting in net proceeds of at least \$50,000,000, the Company and the Bank shall employ the Executive as its President and Chief Executive Officer. The Employer desires to provide for the employment of the Executive in such capacities, which the Employer has determined will reinforce and encourage the dedication of the Executive to the Employer and will promote the best interests of the Bank, the Company, and the Company's shareholders. The Executive is willing to serve the Employer in such capacities, on the terms and conditions herein provided. Certain capitalized terms used in this Agreement are defined in Section 20 hereof.

The parties acknowledge that this Agreement has been substantially revised since they initially executed it. The Company and the Bank agree that they shall submit the originally signed version of this Agreement for the approval or non-objection of the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, and the Federal Reserve Bank of Atlanta on or before May 5, 2026. Upon receipt of all such approvals or non-objections, the parties will execute that original version of this Agreement, and it shall replace this version.

In consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

### 1. Employment; Title; Duties.

(a) *General.* The Employer shall employ the Executive, and the Executive shall serve the Employer, as the President and Chief Executive Officer of the Company and of the Bank upon the terms and conditions set forth herein. The Executive shall have such authority and responsibilities consistent with these positions as are set forth in the Company's and Bank's articles of incorporation or bylaws or reasonably assigned by the Company's and the Bank's Board of Directors (each, a "Board") from time to time. The Executive shall report to the Board and shall devote substantially all of his full business time, attention, skill, and efforts to the performance of his duties hereunder, except during periods of illness or periods of vacation and leaves of absence consistent with the Employer's policies and the terms of this Agreement; provided that, subject to Section 9 in this Agreement, the Executive shall have the right to (i) manage and pursue personal, legal and family interests, (ii) make passive investments in securities, real estate, and other assets, (iii) participate in industry, charitable, and community activities and organizations and/or affairs, and/or (iv) serve on the boards of directors (or similar governing bodies) of non-profit organizations and/or for-profit companies that are not competitors of the Company or the Bank.

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(b) *Board Service.* During the Term, the Boards shall cause the Executive to serve on the Bank's Board. During the Term, the Company's Board (or its Nominating Committee) shall nominate, and recommend for election by the Company's shareholders, the Executive for election to the Company's Board in connection with the Company's annual meetings of shareholders. To the extent permitted by applicable law and the rules of the Securities and Exchange Commission and any applicable stock exchange, the Executive may serve as a member of committees of the Boards and may attend meetings of any such committees at the invitation of the applicable Board or committee. Provided, however, that nothing in the Agreement shall preclude the Boards or their committees from meeting in executive session.

Notwithstanding the foregoing, should this Agreement or the Executive's employment with the Bank or the Company terminate for any reason, the Executive shall be deemed to have immediately resigned from the Boards and any committees thereof on which he was then serving.

## 2. Term.

(a) *Commencement.* Unless earlier terminated as provided herein, the Executive's employment under this Agreement shall be for the period commencing on the latest of the date the: (i) Company consummates the sale of equity securities resulting in net proceeds of at least \$50,000,000; and (ii) Office of the Comptroller of the Currency communicates to the Bank its non-objection to the Executive serving as President and Chief Executive Officer of the Bank.

(b) *Initial Term.* If either of the events described in (a) (ii) and (iii), above, has not occurred by April 30, 2026, or if the event described in (a)(i), above, has not occurred by June 30, 2026, this Agreement shall be void *ab initio* and the Executive shall not commence service as President and Chief Executive Officer of the Bank or the Company. If each of the three events described in (a)(i), (ii), and (iii), above, occur by such dates, and the Executive commences service as President and Chief Executive Officer of the Bank and the Company, this Agreement shall terminate on May 1, 2029 (such period being the "Term").

(c) *Renewals.* On May 1, 2027 and each subsequent May 1<sup>st</sup> during the Term, the Term shall automatically be extended for an additional one-year period beyond the then-effective expiration date unless a written Notice of Termination from the Bank, the Company, or the Executive is received 90 days prior to such anniversary advising the others that this Agreement shall not be further extended. If any party provides timely notice of non-renewal of the Agreement, but the Executive continues to provide services to the Employer as an employee, such post-expiration employment shall be deemed to be performed on an "at-will" basis and any party may thereafter terminate such employment with or without notice and for any or no reason.

## 3. Compensation and Benefits.

(a) *Base Salary.* As of the date of this Agreement, the Employer shall pay the Executive an annual base salary of \$450,000, which shall be paid in accordance with the Employer's standard payroll procedures as in effect from time to time. The Boards (or their Compensation

Committees) shall evaluate the Executive's performance at least annually and may increase, but shall not decrease, the base salary based upon such evaluations.

(b) *Cash Bonuses.* The Employer shall establish for the benefit of the Executive an annual cash incentive bonus program for 2026, 2027, and 2028, as set forth on Schedule A to this Agreement. In years subsequent to 2028, the Boards (or their Compensation Committees) and the Executive shall mutually establish such thresholds and goals in consultation with a compensation consultant with experience working with community banking organizations (the "Performance Criteria"). The Performance Criteria for any particular year shall be provided to the Executive no later than 30 days after the commencement of each year (commencing with 2029). The Executive's cash bonus shall be paid within 60 days following the end of each year.

(c) *Automobile Allowance; Life Insurance.* The Employer shall pay the Executive a monthly automobile allowance of \$1,000 per month. For the avoidance of doubt, the Executive shall not be entitled to reimbursement for mileage driven, gasoline purchased, or automobile maintenance expenses. During the Term, the Employer shall procure for the benefit of a beneficiary or beneficiaries designated by the Executive a term life insurance policy with a death benefit equal to 280% of the Executive's base salary as of the date the policy is purchased; provided, however the Employer shall not be obligated to pay annual premiums greater than \$10,000 and, if the premium for a policy with the required death benefit exceeds such amount, the Employer shall instead procure a policy with the maximum death benefit available for such amount of annual premiums.

(d) *Long-term Equity Program.* The Executive shall be eligible to participate in the Company's long-term equity incentive program or under any similar or successor plan adopted by the Company under which eligible participants may be granted stock options, restricted stock, or other awards as determined by the Company's Board (or its Compensation Committee). Notwithstanding the generality of the foregoing, the Company shall make an inducement grant (as contemplated by Nasdaq Listing Rule 5635(c)(4)) of a number of shares of Company common stock equal to 2% of the shares issued in the stock sale described in the second paragraph of this Agreement. Such shares shall be subject to restrictions on transferability, vesting requirements, and forfeiture upon termination. The vesting requirements are set forth on Schedule A to this Agreement. Any shares granted to the Executive under such plan which have not vested as of the date of a Change in Control shall automatically vest upon a Change in Control.

(e) *Generally Available Benefits.* In addition to the benefits specifically described in this Agreement, the Executive shall be eligible to participate in all retirement, disability, welfare, health, dental, or other benefits plans or programs of the Employer now or hereafter applicable generally to employees of the Employer. The parties agree that the benefits stated in this Section 3(e) shall be subject to the terms of such plans or programs applicable generally to employees of the Employer.

(f) *Expense Reimbursement.* The Employer shall reimburse the Executive for reasonable and necessary travel (subject to (c) above), and other business expenses related to the Executive's duties in accordance with the Employer's business expense reimbursement policy;

provided however that the Executive shall, as a condition of any such reimbursement, submit verification of the nature and amount of such expenses in accordance with such reimbursement policies and in sufficient detail to comply with rules and regulations promulgated by the United States Treasury Department. In addition, the Employer shall reimburse the Executive for educational expenses related to the Executive's professional development and for membership in professional and civic organizations to the extent such activities are consistent with the Employer's strategic objectives. The Employer shall also pay up to \$12,000 in annual dues for the Executive's membership at the Tampa Yacht and Country Club and the Palma Ceia Country Club, and such amount shall be increased by up to 2.75% per year, to the extent either club increases its dues.

All expenses eligible for reimbursements described in this Agreement must be incurred by the Executive during the Term of this Agreement to be eligible for reimbursement. All in-kind benefits described in this Section 3 must be provided by the Employer during the Term of this Agreement. The amount of reimbursable expenses incurred, and the amount of in-kind benefits provided, in one taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits provided, in any other taxable year. Each category of reimbursement shall be paid as soon as administratively practicable, but in no event shall any such reimbursement be paid after the last day of the calendar year in which the expense was incurred. Neither rights to reimbursement nor in-kind benefits are subject to liquidation or exchanges for other benefits.

(g) *Paid Time Off.* The Executive shall be entitled to paid time off during each calendar year to be taken at such time or times as the Executive and the Bank (through its Chairman of the Board) shall mutually determine.

(h) *Change in Control Bonus.* The Employer shall pay the Executive in a single lump sum cash payment within 60 days of the date of a Change in Control, an amount equal to 299% of his annual compensation. For this purpose, annual compensation means the Executive's base salary when the Change in Control occurs plus the target bonus (i.e., 40% of the base salary) for that year.

(i) *Apportionment.* The Bank and the Company shall apportion any payments or benefits paid to the Executive pursuant to this Agreement between themselves as they may agree from time to time in proportion to services actually rendered by the Executive for such entity; provided, however, that they must satisfy in full all such obligations in a timely manner as set forth in this Agreement regardless of any agreed-upon apportionment. The Executive's receipt of satisfaction in full of any such obligation from the Company or the Bank shall extinguish the obligations of the other with respect to such obligation.

(j) *Excessive Compensation.* The Executive agrees to repay any compensation previously paid or otherwise made available to the Executive under this Agreement that is subject to recovery under any applicable law (including any rule of any exchange or service through which the securities of the Company are then traded), including, but not limited to, the following circumstances:

(i) where such compensation was in excess of what should have been paid or made available because the determination of the amount due was based, in whole or in part, on materially inaccurate financial information of the Company or the Bank, including but not limited to, when the Company shall have a restatement of financial results attributable to the Executive's actions, whether intentional or as the result of negligence;

(ii) where such compensation constitutes "excessive compensation" within the meaning of 12 C.F.R.208, Appendix D-1.

The Executive agrees to return promptly any such compensation identified by the Employer by written notice to the Executive. If the Executive fails to return such compensation promptly, the Executive agrees that the amount of such compensation may be deducted from any and all other compensation owed to the Executive by the Employer. If the Executive is then employed by the Employer, the Executive acknowledges that the Employer may take appropriate disciplinary action (up to, and including, termination for Cause) if the Executive fails to return such compensation. The Executive acknowledges the Employer's rights to engage in any legal or equitable action or proceeding in order to enforce the provisions of this Section 3(i). The provisions of this Section 3(i) shall be modified to the extent, and remain in effect for the period, as required by applicable law.

#### 4. Termination.

(a) *Events of Termination.* The Executive's employment under this Agreement may be terminated prior to the end of the Term, only as follows:

(i) upon the *death* of the Executive. If the Executive's employment is terminated because of the Executive's death, the Employer shall pay the Executive's estate any sums due to him as base salary or reimbursement of expenses through the end of the month during which death occurred in accordance with the Employer's standard payroll procedures. Furthermore, the Employer shall pay the Executive a pro rated portion of any cash bonus earned through the date of the Executive's death. The amount of the pro rated bonus will be calculated by taking into account the performance of the Employer for the entire year and prorated through the date of the Executive's death. Any bonus for previous years which was not yet paid will be paid pursuant to the terms as set forth in this Agreement. Any bonus that is earned in the year of death will be paid on the earlier of: (A) 70 days after the end of the year in which the Executive died; or (B) the first pay period following the Company's press release announcing its financial performance for the year in which the Executive died.

(ii) if the Executive is *Disabled*. During the period of any Disability immediately preceding the termination of the Executive's employment under this provision, the Employer shall continue to pay the Executive his base salary at the rate then in effect and all perquisites and other benefits in accordance with the Employer's standard payroll procedures until the Executive becomes eligible for benefits under any disability or other insurance program maintained by the Employer; provided, however that, the amount of

any such payments to the Executive shall be reduced by the sum of the amounts, if any, payable to the Executive for the same period under any disability benefit covering the Executive. Furthermore, the Employer shall pay the Executive a pro rated portion of any cash bonus earned through the date of onset of the physical or mental impairment that led to the Disability. The amount of the pro rated bonus will be calculated by taking into account the performance of the Employer for the entire year and prorated through the date of the physical or mental impairment that led to the Disability. Any bonus for previous years which was not yet paid will be paid pursuant to the terms as set forth in this Agreement. Any bonus that is earned in the year which includes the date of onset of the physical or mental impairment that led to the Disability will be paid on the earlier of: (A) 70 days after the end of the year in which the Executive became Disabled; or (B) the first pay period following the Company's press release announcing its financial performance for the year in which the Executive became Disabled.

(iii) by the Employer for Cause upon delivery of a Notice of Termination to the Executive. If the Executive's employment is terminated for Cause, the Executive shall receive only any sums due to him as base salary and reimbursement of expenses through the date of such termination, which shall be paid in accordance with the Employer's standard payroll procedures.

(iv) by the Employer without Cause or by the Executive for Good Reason upon delivery of a Notice of Termination to the other parties. If the Executive's employment is terminated without Cause or for Good Reason, subject to the possibility of a six-month delay described below in Section 17 and receipt of the release described below in Section 4(b), the Executive shall be entitled to the following:

(A) beginning on the first day of the month following the date of the Executive's termination and continuing on the first day of the month for the next 23 months, the Employer shall pay the Executive severance compensation in an amount equal to 1/12 of the Executive's base salary when the termination occurs. Furthermore, the Employer shall pay the Executive a pro rated portion of any cash bonus earned through the date of termination. The amount of the pro rated bonus will be calculated by taking into account the performance of the Employer for the entire year and prorated through the date of termination. Any bonus for previous years which was not yet paid will be paid pursuant to the terms as set forth in this Agreement;

(B) the Executive may continue participation, in accordance with the terms of the applicable benefits plans, in the Employer's group health plan pursuant to plan continuation rules under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). In accordance with COBRA, assuming the Executive is covered under the Employer's group health plan as of his date of termination, the Executive will be entitled to elect and pay for COBRA continuation coverage for the legally required COBRA period (the "Continuation Period"). If the Executive elects COBRA coverage for group health coverage, the Employer shall reimburse the Executive for up to 18 months of COBRA payments. Such reimbursements shall be treated as taxable income to the

Executive. Notwithstanding the foregoing, the Employer's obligations hereunder with respect to the foregoing benefits provided in this subsection (B) shall be limited to the extent that if the Executive obtains any coverage pursuant to a subsequent employer's benefit plans which duplicates the Employer's coverage, the duplicative coverage may be terminated by the Employer. This subsection (B) shall not be interpreted so as to limit any benefits to which the Executive, the Executive's spouse, dependents or beneficiaries may be entitled under any of the Employer's employee benefit plans, programs, or practices following the Executive's termination of employment, including, without limitation, retiree medical and life insurance benefits, provided that there shall be no duplication of benefits; and

(C) Notwithstanding anything in this Agreement to the contrary, if the Executive breaches Section 9(a), (b), or (c) of this Agreement, he will not thereafter be entitled to receive any further compensation or benefits pursuant to Section 4(a)(iv) other than the right to participate in COBRA (and the Employer shall not be required to reimburse the Executive for any COBRA payments).

(v) by the Executive *without Good Reason* effective upon the 30th day after delivery of a Notice of Termination. If the Executive resigns or retires under this provision, the Executive shall receive only any sums due to him as base salary or reimbursement of expenses through the date of such termination, which shall be paid in accordance with the Employer's standard payroll procedures.

(b) *Terms of Change in Control Bonus.* The parties intend that the compensation provided for herein are reasonable compensation for Executive's services to the Employer and shall not constitute "excess parachute payments" within the meaning of Section 280G of the Code. If the Employer's independent accounting firm or independent tax counsel appointed by the Employer ("Tax Counsel") determine that any or the aggregate value (as determined pursuant to Section 280G of the Code) of all payments, distributions, accelerations of vesting, awards and provisions of benefits by the Employer to or for the benefit of Executive (whether paid or payable, distributed or distributable, accelerated, awarded or provided pursuant to the terms of this Agreement or otherwise), (a "Payment") would constitute an excess parachute payment and be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), such Payment shall be reduced to the least extent necessary so that no portion of the Payment shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by the Executive as a result of such reduction will exceed the net after-tax benefit that would have been received by the Executive if no such reduction were made. The Payment shall be reduced by the Employer pursuant to the foregoing sentence in a manner that Tax Counsel determines maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where Tax Counsel determines that two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero. If, however, such Payment is not reduced as described above, then such Payment shall be paid in full to the Executive and the Executive shall be responsible for payment of any Excise Taxes relating to the Payment.

All calculations and determinations under this Section 4(c) shall be made by Tax Counsel whose determinations shall be conclusive and binding on the Employer and the Executive for all purposes. For purposes of making the calculations and determinations required by this Section 4(c), the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Employer and the Executive shall furnish Tax Counsel with such information and documents as Tax Counsel may reasonably request in order to make its determinations under this Section 4(c). The Employer shall bear all costs the Tax Counsel may reasonably incur in connection with its services. In connection with making determinations under this Section 4(c), the Tax Counsel shall take into account the value of any reasonable compensation for services to be rendered by the Executive before or after the Change in Control, including without limitation, the Executive's agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant, and the Employer shall cooperate in good faith in connection with any such valuations and reasonable compensation positions.

(b) *Regulatory Matters.* (i) Notwithstanding anything contained in this Agreement to the contrary, if the Executive is suspended or temporarily prohibited from participating, in any way or to any degree, in the conduct of the Company's or the Bank's affairs by (1) a notice served under Section 8(e) or (g) of Federal Deposit Insurance Act ("FDIA") (12 U.S.C. Section 1818 (e) or (g)) or (2) as a result of any other regulatory or legal action directed at the Executive by any regulatory or law enforcement agency having jurisdiction over the Executive (each of the foregoing referred to herein as a "Suspension Action"), and if this Agreement is not terminated, the Employer's obligations under this Agreement shall be suspended as of the earlier of the effective date of such Suspension Action or the date on which the Executive was provided notice of the Suspension Action, unless stayed by appropriate proceedings. If the charges underlying the Suspension Action are dismissed, the Employer shall (1) pay on the first day of the first month following such dismissal of charges (or as provided elsewhere in this Agreement) the Executive all of the compensation withheld while the obligations under this Agreement were suspended; and (2) reinstate any such obligations which were suspended.

(ii) If the Executive is removed or permanently prohibited from participating, in any way or to any degree, in the conduct of the Company's or the Bank's affairs by (1) an order issued under Section 8(e)(4) or (g)(1) of the FDIA (12 U.S.C. Section 1818 (e)(4) or (g)(1)) or (2) any other legal or law enforcement action (each of the foregoing referred to herein as a "Removal Action"), all obligations of the Executive under this Agreement shall terminate as of the effective date of the Removal Action, but any vested rights of the parties hereto shall not be affected.

(iii) If the Company or the Bank is in default (as defined in Section 3(x)(1) of the FDIA, 12 U.S.C. Section 1813(x)(1)), all obligations under this Agreement shall terminate as of the date of default, but this Section (4)(d) shall not affect any vested rights of the parties hereto.

(iv) If the Federal Deposit Insurance Corporation ("FDIC") is appointed receiver or conservator under Section 11(c) of the FDIA (12 U.S.C. Section 1821(c)) of any

depository institution controlled by the Company, the Company shall have the right to terminate all obligations of the Company under this Agreement as of the date of such receivership or conservatorship, other than any rights of the Executive that vested prior to such appointment. Any vested rights of the Executive may be subject to such modifications that are consistent with the authority of the FDIC.

(c) *Open Bank Assistance.* If the FDIC provides open bank assistance under Section 13(c) of the FDIA (12 U.S.C. 1823(c)) to the Company, the Bank, or any depository institution controlled by either, but excluding any such assistance provided to the industry generally, the Company shall have the right to terminate all obligations of the Company under this Agreement as of the date of such assistance, other than any rights of the Executive that vested prior to the FDIC action. Any vested rights of the Executive may be subject to such modifications that are consistent with the authority of the FDIC.

(d) If the FDIC requires a transaction under Section 13(f) or 13(k) of the FDIA (12 U.S.C. 1823(f) and (k)) by the Company or any depository institution controlled by the Company, the Company shall have the right to terminate all obligations of the Company under this Agreement as of the date of such transaction, other than any rights of the Executive that vested prior to the transaction. Any vested rights of the Executive may be subject to such modifications that are consistent with the authority of the FDIC.

(e) *Emergency Assistance.* Notwithstanding anything contained in this Agreement to the contrary, any payments made to the Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon their compliance with 12 U.S.C. Section 1828(k) and any regulations promulgated thereunder. In addition, all obligations under this Agreement are further subject to such conditions, restrictions, limitations and forfeiture provisions as may separately apply pursuant to any applicable state banking laws.

5. Ownership of Work Product. The Employer shall own all Work Product arising during the course of the Executive's employment. For purposes hereof, "Work Product" shall mean all intellectual property rights, including all Trade Secrets, U.S. and international copyrights, patentable inventions, and other intellectual property rights in any programming, documentation, technology or other work product that relates to the Company or any Affiliates, their business or customers and that the Executive conceives, develops, or delivers to the Employer at any time during his employment, during or outside normal working hours, in or away from the facilities of the Employer, and whether or not requested by the Employer. If the Work Product contains any materials, programming or intellectual property rights that the Executive conceived or developed prior to, and independent of, the Executive's work for the Employer, the Executive agrees to accurately describe, in reasonable detail, the pre-existing items to the Employer and the Executive grants the Employer a worldwide, unrestricted, royalty-free right, including the right to sublicense such items. The Executive agrees to take such actions and execute such further acknowledgments and assignments as the Employer may reasonably request to give effect to this provision.

6. Protection of Trade Secrets. The Executive agrees to maintain in strict confidence and, except as necessary to perform his duties for the Employer, the Executive agrees not to use or

disclose any Trade Secrets of the Company or any Affiliates during or after his employment. "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data or customer list, that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Executive will not, during or after his employment, disclose any knowledge of the past, present, planned or considered Trade Secrets of the Bank, the Company or any of their Affiliates to any person, firm, corporation, or other entity for any reason or purpose whatsoever (except for such disclosure as may be required to be provided to any federal banking agency with jurisdiction over the Bank, the Company or the Executive). Notwithstanding the foregoing, the Executive may disclose any knowledge of banking, financial and/or economic principles, concepts or ideas which are not solely and exclusively derived from the business plans and activities of the Bank or the Company, and the Executive may disclose any information regarding the Bank or the Company which is otherwise publicly available. In the event of a breach or threatened breach by the Executive of the provisions of this Section 6, the Bank and/or the Company shall be entitled to an injunction restraining the Executive from disclosing, in whole or in part, the knowledge of the past, present, planned or considered business activities of the Bank, the Company or affiliates thereof, or from rendering any services to any person, firm, corporation or other entity to whom such knowledge, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein will be construed as prohibiting the Bank or the Company from pursuing any other remedies available to the Bank or the Company for such breach or threatened breach, including the recovery of damages from the Executive. Notwithstanding the foregoing, the parties hereto agree that nothing contained in this Agreement limits the Executive's ability to: (x) respond to lawful subpoenas in any litigation, arbitration or administrative proceeding, (y) provide truthful testimony in any litigation, arbitration or administrative proceeding, or (z) file a charge or complaint with the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the FDIC, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System or any other federal, state or local governmental agency or commission that has jurisdiction over the Bank, the Company, or any of their Affiliates or any parent, subsidiary or affiliate of the Bank (the "Government Agencies"). The Executive further understands that this Agreement does not limit his ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Bank. In addition, pursuant to the Defend Trade Secrets Act of 2016, the Executive understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (aa) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (bb) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

7. Protection of Other Confidential Information. In addition, the Executive agrees to maintain in strict confidence and, except as necessary to perform his duties for the Employer, not to use or disclose any Confidential Business Information of the Company or any Affiliates during his employment and for a period of three years following termination of the Executive's employment. "Confidential Business Information" means any internal, non-public information (other than Trade Secrets already addressed above) concerning the Company's, the Bank's or any of their Affiliate's financial position and results of operations (including revenues, assets, net income, etc.); annual and long-range business plans, product or service plans; marketing plans and methods; training, education and administrative manuals; customer and supplier information and purchase histories; and employee lists. The provisions of Sections 6 and 7 shall also apply to protect Trade Secrets and Confidential Business Information of third parties provided to the Employer under an obligation of confidentiality.

8. Return of Materials. The Executive shall surrender to the Employer, promptly upon its request and in any event upon termination of the Executive's employment, all media, documents, notebooks, computer programs, handbooks, data files, models, samples, price lists, drawings, customer lists, prospect data, or other material of any nature whatsoever (in tangible or electronic form) in the Executive's possession or control, including all copies thereof, relating to the Company, the Bank, or any of their Affiliates or customers. Upon the request of the Employer, the Executive shall certify in writing compliance with the foregoing requirement.

9. Restrictive Covenants.

(a) *No Solicitation of Customers.* During the Executive's employment with the Employer and for a period of two years thereafter, the Executive shall not (except on behalf of or with the prior written consent of the Employer), either directly or indirectly, on the Executive's own behalf or in the service or on behalf of others: (i) solicit, divert, or appropriate to or for a Competing Business; or (ii) attempt to solicit, divert, or appropriate to or for a Competing Business, any person or entity that: (x) is a customer of the Bank or the Company on the date of termination; and (y) was a customer of the Bank or the Company on March 25, 2026.

(b) *No Recruitment of Personnel.* During the Executive's employment with the Employer and for a period of two years thereafter, the Executive shall not, either directly or indirectly, on the Executive's own behalf or in the service or on behalf of others: (i) solicit, divert or hire; or (ii) attempt to solicit, divert, or hire, for any person or entity, any person who was an employee of or consultant to the Bank or the Company, on the first day of the Term, regardless of whether the employee or consultant is full-time or temporary, the employment or engagement is pursuant to a written agreement, or the employment is for a determined period or is at will.

10. Independent Provisions. The provisions in Sections 9(a) and 9(b) are independent, and the unenforceability of any such provision shall not affect the enforceability of any other provision of this Agreement.

11. Withholding. The Employer may deduct from each payment of compensation hereunder all amounts required to be deducted and withheld in accordance with applicable federal and state income, FICA and other withholding requirements.

12. Successors; Binding Agreement. The rights and obligations of this Agreement shall bind and inure to the benefit of the surviving entity in any merger or consolidation in which the Company or the Bank is a party, or any assignee of all or substantially all of the Company's or the Bank's business and properties. The Executive's rights and obligations under this Agreement may not be assigned by him, except that his right to receive accrued but unpaid compensation, unreimbursed expenses and other rights, if any, provided under this Agreement, which survive termination of this Agreement shall pass after death to the personal representatives of his estate.

13. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when: (a) delivered by hand, (b) otherwise delivered against receipt thereof, or (c) sent by overnight courier, signature required. In addition, transmission by email or other form of electronic transmission, each against receipt thereof, shall be deemed to constitute due and sufficient delivery. All notices to the Employer shall be directed to the attention of the Employer at 700 Central Avenue, Suite 102, St. Petersburg, Florida 33701, Attention: Compensation Committee Chairman, with copies to the Chairmen of the Boards. All notices to the Executive shall be directed to his personal residence address noted in the Employer's human resources records. All notices and communications shall be deemed to have been received on the date of delivery thereof.

14. Governing Law; Jury Trial Waiver. This Agreement and all rights hereunder shall be governed by the laws of the State of Florida, except to the extent governed by the laws of the United States of America in which case federal laws shall govern. The parties agree that the appropriate state or federal court located in Pinellas County, Florida shall be the exclusive jurisdiction and venue of any case or controversy arising out of or relating to this Agreement or the Executive's employment with Employer. **IN ADDITION, THE EMPLOYER AND THE EXECUTIVE AGREE THAT IN ANY LITIGATION ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT WITH THE EMPLOYER, TRIAL SHALL BE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE EMPLOYER AND THE EXECUTIVE IRREVOCABLY WAIVE ANY RIGHT EACH MAY HAVE TO A JURY TRIAL AND A COPY OF THIS AGREEMENT MAY BE INTRODUCED AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY. THE EMPLOYER HAS NOT MADE AND THE EXECUTIVE HAS NOT RELIED ON ANY ORAL REPRESENTATION REGARDING THE ENFORCEABILITY OF THIS PROVISION. THE EMPLOYER AND THE EXECUTIVE HAVE READ AND UNDERSTAND THE EFFECT OF THIS JURY WAIVER PROVISION.**

15. Non-Waiver. Failure of the Employer to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of this Agreement.

16. Saving Clause. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be

held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision or the area or matter covered thereby, such court shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

17. Compliance with Internal Revenue Code Section 409A. All payments that may be made and benefits that may be provided pursuant to this Agreement are intended to qualify for an exclusion from Section 409A of the Code and any related regulations or other pronouncements thereunder and, to the extent not excluded, to meet the requirements of Section 409A of the Code. Any payments made under Sections 3 and 4 of this Agreement which are paid on or before the last day of the applicable period for the short-term deferral exclusion under Treasury Regulation § 1.409A-1(b)(4) are intended to be excluded under such short-term deferral exclusion. Any remaining payments under Sections 3 and 4 are intended to qualify for the exclusion for separation pay plans under Treasury Regulation § 1.409A-1(b)(9). Each payment made under Sections 3 and 4 shall be treated as a "separate payment", as defined in Treasury Regulation § 1.409A-2(b)(2), for purposes of Code Section 409A. None of the payments under this Agreement are intended to result in the inclusion in Executive's federal gross income on account of a failure under Section 409A(a)(1) of the Code. The parties intend to administer and interpret this Agreement to carry out such intentions. However, the Employer does not represent, warrant or guarantee that any payments that may be made pursuant to this Agreement will not result in inclusion in the Executive's gross income, or any penalty, pursuant to Section 409A(a)(1) of the Code or any similar state statute or regulation. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, and if the Executive is a "Specified Employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Executive's termination (the "Separation Date"), and if an exemption from the six month delay requirement of Code Section 409A(a)(2)(B)(i) is not available, then no such payment that is payable on account of the Executive's termination shall be made or commence during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of the Executive's death. The amount of any payment that would otherwise be paid to the Executive during this period shall instead be paid to the Executive on the first day of the first calendar month following the end of the period.

18. Compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act. Notwithstanding anything to the contrary herein, any incentive payments to the Executive shall be limited to the extent required under any clawback or similar policy of the Employer and the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), including, but not limited to, clawbacks for such incentive payments as required by the Dodd-Frank Act and Section 10D of the Securities Exchange Act of 1934. The Executive agrees to such amendments, agreements, or waivers that are required by the Dodd-Frank Act or requested by the Employer to comply with the terms of the Dodd-Frank Act.

19. Compliance with Regulatory Restrictions. Notwithstanding anything to the contrary herein, and in addition to any restrictions stated above, any compensation or other benefits paid to the Executive shall be limited to the extent required by any federal or state regulatory agency having authority over the Company or, if applicable, the Bank. The Executive agrees that compliance by the Company or the Bank with such regulatory restrictions, even to the extent that compensation or other benefits paid to the Executive are limited, shall not be a breach of this Agreement by the Company or the Bank.

20. Certain Definitions.

(a) "Affiliate" shall mean any business entity controlled by, controlling or under common control with the Company or the Bank, as appropriate.

(b) "Business" shall mean the operation of a depository financial institution, including, without limitation, the solicitation and acceptance of deposits of money and commercial paper, the solicitation and funding of loans, and the provision of other banking services, and any other related business engaged in by the Company, the Bank, or any of their Affiliates as of the date of termination of Executive's employment.

(c) "Cause" shall consist of any of:

(i) the commission by the Executive of a willful act (including, without limitation, a dishonest or fraudulent act) or a grossly negligent act, or the willful or grossly negligent omission to act by the Executive, which is intended to cause, does cause or is reasonably likely to cause material harm to the Company or any Affiliate (including harm to its business reputation);

(ii) the indictment of the Executive for the commission or perpetration by the Executive of any felony or any crime involving dishonesty, moral turpitude or fraud;

(iii) the material breach by the Executive of this Agreement;

(iv) the receipt of any formal written notice that any federal or state regulatory agency having jurisdiction over the Company or the Bank intends to institute any form of formal regulatory action against the Executive, the Company or the Bank (provided that the appropriate Board determines in good faith, with the Executive abstaining from participating in the consideration of and vote on the matter, that the subject matter of such action involves acts or omissions by the Executive and further provided that, the parties acknowledge that any regulatory action currently issued to the Company or the Bank shall not constitute the basis for a determination of cause by the Board);

(v) the exhibition by the Executive of a standard of behavior within the scope of his employment that is materially disruptive to the orderly conduct of the Employer's business operations (including, without limitation, substance abuse or sexual misconduct) to a level which, in either Board's good faith and reasonable judgment, with the

Executive abstaining from participating in the consideration of and vote on the matter, is materially detrimental to the Employer's best interest; or

(vi) the failure of the Executive to devote substantially all of his full business time and attention to his employment as provided under this Agreement.

Notwithstanding the foregoing, no determination of Cause may be made until the Executive has been given written notice detailing the specific Cause event and a period of fifteen (15) days following receipt of such notice to cure such event or, if such event is not so cured, an opportunity on at least five (5) days advance written notice to appear (with legal counsel) before the Boards to discuss the specific circumstances alleged to constitute Cause. For purposes hereof, an act, or a failure to act, shall not be deemed willful or intentional unless it is done, or omitted to be done, by the Executive without a reasonable belief that the Executive's action or omission was in the best interest of the Employer. Notwithstanding the foregoing, any action or inaction taken by the Executive based upon the Executive's reasonable reliance on advice of counsel to the Employer or the direction of the Board or Boards shall not form the basis for Cause. For the avoidance of doubt, Cause does not include: (1) differences of opinion with respect to strategy or implementation of business plans; (2) the success or lack success of any such strategy or implementation; or (3) any failure to achieve any performance targets, whether related to the Executive, the Employer, or otherwise.

The Boards shall also have the right to suspend the Executive with pay pending the determination of Cause.

(d) "Change in Control" shall mean as defined by Treasury Regulation § 1.409A-3(i)(5), of either the Bank or the Company.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Competing Business" shall mean any person, firm, corporation or other entity, in whatever form, engaged in the Business.

(g) "Disability," or "Disabled" shall mean as defined by Treasury Regulation § 1.409A-3(i)(4).

(h) "Good Reason" means the occurrence of any of the following events (without the Executive's consent) and the Employer's failure to cure such event within 30 days of receipt of written notice from Executive:

(i) a reduction of any element of the compensation and benefits required to be provided to Executive in accordance with this Agreement;

(ii) a material adverse change in Executive's functions, duties, or responsibilities with the Company or the Bank, which change would cause Executive's position to become one of materially lesser responsibility, importance, or scope;

- (iii) the Employer requiring Executive to be based at any office or location more than 50 miles from the Bank's main office;
- (iv) the Company's failure to elect the Executive to the Bank's Board or to nominate the Executive for election to the Company's Board; or
- (v) a material breach of this Agreement by the Company or the Bank.

Notwithstanding the foregoing, no such event shall constitute "Good Reason" unless: (vi) Executive shall have given written notice of such event to the Employer within ninety (90) days after the initial occurrence thereof; (vii) the Bank shall have failed to cure the situation within thirty (30) days following the delivery of such notice (or such longer cure period as may be agreed upon by the parties); and (viii) Executive terminates employment within ten (10) days after expiration of such cure period.

(i) "Notice of Termination" shall mean a written notice of termination from the Employer or the Executive which specifies an effective date of termination (in the case of a Notice of Termination from the Executive, given not less than thirty (30) days from the date of the notice), indicates the specific termination provision in this Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(j) "Standard payroll procedures" shall mean payment no less frequently than monthly.

(k) "Terminate," "terminated," "termination," or "termination of the Executive's employment" shall mean separation from service as defined by Treasury Regulation § 1.409A-1(h).

(l) "Territory" shall mean each county in which the Bank operates a branch office, or in which the Bank has filed an application for regulatory approval to establish a branch office, and each contiguous county, all as determined as of the date of the termination of the Executive's employment with the Employer.

21. **Indemnification.** Notwithstanding anything in the articles of incorporation or association or bylaws of the Company or the Bank to the contrary, the Executive shall at all times during the Executive's employment by the Company or the Bank, and after such employment, be indemnified by such entities to the fullest extent applicable law permits for any matter in any way relating to the Executive's affiliation with the Company or the Bank; provided, however, that if the Company or the Bank shall have terminated the Executive's employment for Cause, then neither the Company or the Bank shall have any obligation whatsoever to indemnify the Executive for any claim arising out of any item for which the Executive's employment shall have been terminated for Cause or for any conduct of the Executive not within the scope of the Executive's duties under this Agreement (as conditioned, "Matters"). Furthermore, the Employer shall advance to Executive, on a current basis, all reasonable legal fees and expenses incurred by Executive in connection with the investigation, defense, settlement, or appeal of any Matter, to the fullest extent permitted by applicable law. As

a condition of the advancement of expenses, the Executive shall deliver to the Employer an undertaking, which shall be unsecured and without regard to Executive's ability to repay, to repay such amounts if and to the extent it is ultimately determined by a final, non-appealable adjudication that the Executive is not entitled to indemnification under applicable law, the Bank's articles of incorporation or bylaws, or this Agreement. In addition, to the extent that the Company or the Bank provides professional liability insurance to its directors or executive officers, the Company or the Bank shall ensure that the Executive is covered under such policies. The Employer shall provide such coverage for the Executive for a period of six years following termination (other than a termination for Cause).

22. Non-Disparagement. Each party agrees that, during the one-year period following the termination of the Executive's employment for any reason, it shall not engage in any vilification of the other parties or any of its Affiliates in any communications with third parties, and shall refrain from making to any third party any false, vilifying or disparaging statements concerning the other parties, their Affiliates, or their respective officers, employees, or directors; provided, however, that nothing in this Section 22 shall prohibit the disclosure by any party or its Affiliates of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction, or in connection with the enforcement of remedies hereunder.

23. Entire Agreement; Amendment; Waiver. This Agreement supersedes and replaces in their entirety the Consulting Agreement by and among the parties dated as of March 25, 2026, and any and all previous agreements between the Executive and the Employer regarding compensation or terms of employment of the Executive, and any other agreements regarding change in control payments or severance payments and benefits. Any amendment of this Agreement shall be effective only when completed in writing and signed by the Executive and the Employer. No party shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and signed by the waiving party.

24. Survival. The obligations of the parties pursuant to Sections 3(i), 4 through 25 (inclusive), shall survive the Executive's Termination of Employment hereunder for the period designated under each of those respective sections.

25. Attorneys' Fees and Costs. In the event a dispute arises between the parties under this Agreement and suit is initiated, the prevailing party shall be entitled to recover his or its costs and reasonable attorneys' fees from the non-prevailing party. As used herein, costs and reasonable attorneys' fees includes costs and reasonable attorneys' fees in any appellate proceeding.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[signatures appear on following page]*

IN WITNESS WHEREOF, the Company and the Bank each have caused this Agreement to be executed by its respective officers thereunto duly authorized, and the Executive has executed this Agreement, effective as of the date stated above.

**BAYFIRST FINANCIAL CORP.**

By: \_\_\_\_\_  
Dennis R. DeLoach, III  
Chair, Compensation Committee  
**BAYFIRST NATIONAL BANK**

By: \_\_\_\_\_  
Dennis R. DeLoach, III  
Chair, Compensation Committee

\_\_\_\_\_  
Alfred T. Rogers, Jr.

**SCHEDULE A  
PERFORMANCE METRICS**

Annual Bonus Metrics	2H 2026			FY 2027			FY 2028		
	20%	40%	80%	20%	40%	80%	20%	40%	80%
25% Cumulative Non-brokered Deposit Growth	\$50,000	\$75,000	\$100,000	\$100,000	\$200,000	\$300,000	\$200,000	\$400,000	\$600,000
25% Cumulative Core Loan Growth	\$50,000	\$75,000	\$100,000	\$100,000	\$200,000	\$300,000	\$200,000	\$400,000	\$600,000
25% Net Charge-offs / Average Loans Ratio	0.20%	0.15%	0.10%	0.20%	0.15%	0.10%	0.20%	0.15%	0.10%
25% / 0% Pre-Tax, Pre-Provision Earnings	\$500	\$1,000	\$2,000						
0% / 25% Pre-Tax, Pre-Provision ROAA				0.25%	0.50%	0.75%	0.75%	1.00%	1.25%
100%									
**Core loans** defined as in-state loans originated after June 1, 2026 and shall exclude any purchased loans or participations.									
*Cumulative growth metrics to be measured based on a June 1, 2026 start date.									
*Numerator and denominator for NCOs/Avg Loans to be based on all loans originated after June 1, 2026.									
<b>RSU Grant</b>									
25.0%	Vested as of 12/31/2026								
37.5%	Vested as of 12/31/2027 subject to Annual Bonus metrics with weightings replaced with 50% / 75% / 100%								
37.5%	Vested as of 12/31/2028 subject to Annual Bonus metrics with weightings replaced with 50% / 75% / 100%								
100%									
	RSU grants automatically vest upon CIC								
	**Vesting of performance RSUs will be determined using actual financials thru December 15th or later to project year-end results.								



**Contact:**

Scott J. McKim  
Chief Financial Officer  
727.521.7085

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**BayFirst Financial Corp. Announces Substantial Capital Raise, Names Alfred Rogers as Bank Chief Executive Officer, and Reports First Quarter 2026 Results**

ST. PETERSBURG, FL. — April 30, 2026 — BayFirst Financial Corp. (NASDAQ: BAFN) (“BayFirst” or “Company”), parent company of BayFirst National Bank (“Bank”) today reported the Company has raised \$80 million of capital from investors in a private investment in public equity (“PIPE”) offering. The Company has issued shares of convertible preferred stock in the PIPE, which subject to shareholder and regulatory approvals, will convert to, or be exchanged for, approximately 22.9 million shares of common stock at an effective purchase price of \$3.50 per share.

Additionally, the Company reported a net loss of \$5.7 million, or \$1.48 per common share and diluted common share, for the first quarter of 2026, compared to a net loss of \$2.5 million, or \$0.69 per common share and diluted common share, in the fourth quarter of 2025.

“Today we announce a substantial recapitalization of BayFirst Financial Corp. and BayFirst National Bank,” stated Anthony Saravanos, Chairman of the Board of Directors. “This successful capital raise reflects the trust our investors place in our institution and our long-term strategic direction. I am also pleased to announce that the Board has elected Alfred Rogers as Chief Executive Officer and President of the Bank, in place of Tom Zernick who is retiring. Al is a veteran banker who is well respected across the Tampa Bay market. He served as CEO of Manufacturers Bank of Florida and most recently as Executive Vice President and Chief Lending Officer of USAmeribank, which was acquired by Valley National Bank.

“The Board of Directors believe that Al’s experience and leadership, combined with this capital raise, will lead BayFirst back to profitability and growth as the premier financial institution of Tampa Bay.”

“I am excited to begin my next chapter with the Board and the Bank’s leadership at BayFirst,” said Rogers. “While progress has been made with our focus on Community Banking, much work lies ahead for us. Our terrific network of branches and dedicated people are the ideal foundation for BayFirst to become the community bank of choice in our market. I’ve been proud to have led several community banks in our area, with each serving and growing local businesses and retail customers. BayFirst has that same dedication to this community, and I’m looking forward to rolling up my sleeves with the team to accomplish great things right here in our backyard.”

Saravanos concluded, “the Board of Directors have made additional decisions, including the resumption of dividend payments to our preferred shareholders and will formally redeem the Series A preferred shares. Furthermore, the Board has appointed Kenneth R. Lehman as a member of the Boards.” Mr. Rogers’ appointment to the Board of Directors of the Bank and as Chief Executive Officer have received all necessary regulatory approvals and became effective upon the completion of the capital raise. The appointments of Mr. Rogers as CEO and President of the Company, as well as a director, is contingent upon receipt of regulatory non-objections. Mr. Lehman’s appointment to the Boards of Directors of the Company and the Bank are contingent upon receipt of regulatory non-objections.

**First Quarter 2026 Performance Review**

- Net interest margin was 3.42% in the first quarter of 2026, a decrease of 16 basis points from 3.58% in the fourth quarter of 2025 and a decrease of 35 basis points from 3.77% in the first quarter of 2024.
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- Loans held for investment decreased by \$33.5 million, or 3.5%, during the first quarter of 2026 to \$930.4 million and decreased \$154.4 million, or 14.2%, over the past year. The decrease from the prior year was partially the result of the sale of \$97.4 million of government guaranteed loans to Banesco USA as part of the Bank's discontinuance of SBA 7(a) lending.
- Deposits decreased \$98.1 million, or 8.3%, during the first quarter of 2026 and decreased \$42.4 million, or 3.8%, over the past year to \$1.09 billion. The decrease in deposits during the quarter was primarily due to decreases in interest-bearing transaction account balances, savings and money market account balances, and time deposit balances, partially offset by an increase in noninterest-bearing account balances.
- Book value and tangible book value at March 31, 2026 were \$15.74 per common share, a decrease from \$17.22 at December 31, 2025.

#### **Results of Operations**

##### **Net Loss**

The Company had a net loss of \$5.7 million for the first quarter of 2026, compared to a net loss of \$2.5 million in the fourth quarter of 2025 and a net loss of \$0.3 million in the first quarter of 2025. The change in the first quarter of 2026 from the preceding quarter was primarily the result of a decrease of \$1.7 million in net interest income, an increase in provision for credit losses of \$1.1 million, and an increase in noninterest expense of \$3.0 million. This was partially offset by an increase in noninterest income of \$1.0 million and a decrease in income tax benefit of \$1.6 million. The change from the first quarter of 2025 was due to a decrease in net interest income of \$1.6 million, a decrease in noninterest income of \$7.9 million, partially offset by a decrease in provision for credit losses of \$1.3 million, a decrease in noninterest expense of \$0.9 million, and a decrease in income tax expenses of \$1.8 million.

##### **Net Interest Income and Net Interest Margin**

Net interest income was \$9.4 million in the first quarter of 2026, a decrease from \$11.2 million during the fourth quarter of 2025, and a decrease from \$11.0 million during the first quarter of 2025. The net interest margin was 3.42% in the first quarter of 2026, a decrease of 16 basis points from 3.58% in the fourth quarter of 2025 and a decrease of 35 basis points from 3.77% in the first quarter of 2025.

The decrease in net interest income during the first quarter of 2026, as compared to the fourth quarter of 2025, was mainly due to a decrease in loan interest income, including fees, of \$3.4 million, partially offset by a decrease in interest expense of \$1.8 million.

The decrease in net interest income during the first quarter of 2026, as compared to the year ago quarter, was mainly due to a decrease in loan interest income, including fees, of \$3.8 million, partially offset by an increase in interest income on interest bearing deposits in banks and other of \$0.6 million and a decrease in interest expense on deposits of \$1.5 million.

##### **Noninterest Income**

Noninterest income was \$0.9 million for the first quarter of 2026, compared to a negative \$0.1 million in the fourth quarter of 2025 and \$8.8 million in the first quarter of 2025. The change from the first quarter of 2026, as compared to the fourth quarter of 2025, was primarily the result an increase in government guaranteed loan fair value gains of \$1.3 million. The decrease in the first quarter of 2026, as compared to the first quarter of 2025, was the result a decrease in gain on sale of government guaranteed loans of \$7.4 million and a decrease in government guaranteed loan packaging fees of \$0.7 million.

##### **Noninterest Expense**

Noninterest expense was \$14.9 million in the first quarter of 2026 compared to \$11.9 million in the fourth quarter of 2025 and \$15.8 million in the first quarter of 2025. The increase in the first quarter of 2026, as compared to the prior quarter, was primarily due to an increase in loan servicing and origination expense of \$2.7 million. The decrease in the first quarter of 2026, as compared to the first quarter of 2025, was primarily due to a decrease in compensation expense of \$2.7 million and a decrease in data processing expenses of \$0.6 million, partially offset by an increase in loan servicing and origination expense of \$2.8 million.

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## Balance Sheet

### Assets

Total assets decreased \$104.3 million, or 8.0%, during the first quarter of 2026 to \$1.20 billion, mainly due to a decrease in cash and cash equivalents of \$72.5 million, and a decrease in loans held for investment of \$33.5 million. Compared to the end of the first quarter last year, total assets decreased \$96.0 million, or 7.4%, driven primarily by a decrease in loans held for investment of \$154.4 million, partially offset by a decrease in cash and cash equivalents of \$71.3 million.

### Loans

Loans held for investment decreased \$33.5 million, or 3.5%, during the first quarter of 2026 and \$154.4 million, or 14.2%, over the past year to \$930.4 million. The decrease from prior year was primarily due to loan payoffs and government guaranteed loan sales, which included the sale of the SBA 7(a) loans to Banesco USA as part of the Bank's discontinuance of SBA 7(a) lending. This was partially offset by originations in both conventional community bank loans and government guaranteed loans.

### Deposits

Deposits decreased \$98.1 million, or 8.3%, during the first quarter of 2026 and decreased \$42.4 million, or 3.8%, from the first quarter of 2025, ending March 31, 2026, at \$1.09 billion. During the first quarter, there were decreases in interest-bearing transaction account balances of \$77.4 million savings and money market account balances of \$21.9 million, and time deposit balances of \$14.6 million, partially offset by an increase in noninterest-bearing account balances of \$15.7 million. The decrease in deposits during the quarter was primarily due to reductions in high-rate promotional deposits held with non-relationship customers and also a decrease in brokered deposits. During the first quarter, the Bank reduced cost of funds by 27 basis points. At March 31, 2026, approximately 83% of total deposits were insured by the FDIC. At March 31, 2026, December 31, 2025, and March 31, 2025, the Company had \$183.9 million, \$195.5 million, and \$112.3 million, respectively, of brokered deposits.

### Asset Quality

The Company recorded a provision for credit losses in the first quarter of \$3.1 million, compared to provisions of \$2.0 million for the fourth quarter of 2025 and \$4.4 million during the first quarter of 2025.

The ratio of allowance for credit losses (ACL) on loans to total loans held for investment at amortized cost was 2.35% at March 31, 2026, 2.42% as of December 31, 2025, and 1.61% as of March 31, 2025. The ratio of ACL to total loans held for investment at amortized cost, excluding government guaranteed loan balances, was 2.53% at March 31, 2026, 2.58% as of December 31, 2025, and 1.84% as of March 31, 2025. The increase in the ACL ratios from the prior year was the result of increases in nonperforming loans and continued economic uncertainty.

Net charge-offs for the first quarter of 2026 were \$4.4 million, which was a decrease from \$4.6 million for the fourth quarter of 2025 and an increase from \$3.3 million for the first quarter of 2025. Annualized net charge-offs as a percentage of average loans held for investment at amortized cost were 1.98% for the first quarter of 2026, compared to 1.94% in the fourth quarter of 2025 and 1.28% in the first quarter of 2025. Nonperforming assets were 2.00% of total assets as of March 31, 2026, compared to 2.04% as of December 31, 2025, and 2.08% as of March 31, 2025. Nonperforming assets, excluding government guaranteed loan balances, were 1.38% of total assets as of March 31, 2026, compared to 1.29% as of December 31, 2025, and 1.22% as of March 31, 2025.

### Capital

The Bank's Tier 1 leverage ratio was 6.54% as of March 31, 2026, compared to 6.52% as of December 31, 2025, and 8.56% as of March 31, 2025. The CET 1 and Tier 1 capital ratios to risk-weighted assets were 8.58% as of March 31, 2026, compared to 8.92% as of December 31, 2025, and 10.47% as of March 31, 2025. The total capital to risk-weighted assets ratio was 9.84% as of March 31, 2026, compared to 10.18% as of December 31, 2025, and 11.73% as of March 31, 2025. At March 31, 2026, the Bank did not meet all of its regulatory capital requirements to be well-capitalized but the consummation of the capital raise is intended to meet these capital requirements going forward.

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#### **Impact of Capital Raise**

On a proforma basis, giving effect to a \$42 million capital contribution from the Company to the Bank, its Tier 1 leverage ratio was 10.02% as of March 31, 2026. The CET 1 and Tier 1 capital ratios to risk-weighted assets were 13.13% as of March 31, 2026. The total capital to risk-weighted assets ratio was 14.40% as of March 31, 2026.

#### **Liquidity**

The Bank's overall liquidity position remains strong and stable with liquidity in excess of internal minimums as stated by policy and monitored by management and the Board. The on-balance sheet liquidity ratio at March 31, 2026 was 13.85%, as compared to 18.35% at December 31, 2025. The Bank has liquidity resources which include secured borrowings available from the Federal Home Loan Bank, the Federal Reserve, and lines of credit with other financial institutions. As of March 31, 2026 and December 31, 2025, the Bank had no borrowings from the FHLB, the FRB or other financial institutions.

#### **Recent Events**

Following the closing of the PIPE, the Company intends to identify certain criticized assets and develop an Asset Resolution Plan. The Asset Resolution Plan will provide a work-out strategy for identified assets for subsequent disposition, work-out, upgrade, or other resolution.

On April 30, 2026, the Company filed a registration statement on Form S-1 regarding the public offering of up to 4,108,072 shares of Common Stock at an offering price of \$3.50 per share. The Company intends to exclusively market this offering to its shareholders of record on May 12, 2026.

Hovde Group, LLC is acting as sole placement agent for the PIPE. Igler and Pearlman, P.A. is serving as legal counsel to the Company, and Alston & Bird LLP, is serving as legal counsel to the placement agent.

#### **Special Meeting of Shareholders**

A special meeting of shareholders is scheduled for July 14, 2026 at 8:30 a.m. to approve an amendment to the Company's articles of incorporation to increase the number of authorized shares to permit the conversion and exchange of the preferred stock issued in the PIPE and the conversion of such preferred stock into shares of common stock.

The Company intends to file a proxy statement with the SEC that will be sent to Company shareholders seeking their approval of the transactions described above. Shareholders are urged to read the proxy statement when it becomes available (and any other relevant documents filed with the SEC in connection with the transactions described herein) because such documents will contain important information regarding the Company, the transactions, certain investors in the transactions, and related matters.

Shareholders may obtain free copies of these documents, once they are filed, and other documents filed with the SEC by the Company through the website maintained by the SEC at <http://www.sec.gov>. Investors and security holders will also be able to obtain these documents, once they are filed, free of charge, by requesting them in writing from [IR@BayFirstFinancial.com](mailto:IR@BayFirstFinancial.com), or by telephone at (727) 440-6848. The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from Company shareholders. Information about Company directors and executive officers and their ownership of Company common stock is set forth in the Company's Form 10-K for the year ended December 31, 2025, as previously filed with the SEC on March 27, 2026.

Certain investments discussed above involve the sale of securities in private transactions that will not be registered under the Securities Act of 1933, as amended, and will be subject to the resale restrictions under that Act. Such securities may not be offered or sold absent registration or an applicable exemption from registration. This news release does not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

#### **Conference Call**

BayFirst will host a conference call on Friday, May 1, 2026, at 9:00 a.m. ET to discuss its first quarter results. Interested parties may listen to the call live under the Investor Relations tab at [www.bayfirstfinancial.com](http://www.bayfirstfinancial.com) or are

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invited to dial (800) 549-8228 to participate in the call using Conference ID 37957. A replay of the call will be available for one year at [www.bayfirstfinancial.com](http://www.bayfirstfinancial.com).

**About BayFirst Financial Corp.**

BayFirst Financial Corp. is a registered bank holding company based in St. Petersburg, Florida which commenced operations on September 1, 2000. Its primary source of income is derived from its wholly owned subsidiary, BayFirst National Bank, a national banking association which commenced business operations on February 12, 1999. The Bank currently operates twelve full-service banking offices throughout the Tampa Bay-Sarasota region and offers a broad range of commercial and consumer banking services to businesses and individuals. As of March 31, 2026, BayFirst Financial Corp. had \$1.20 billion in total assets.

**Forward-Looking Statements**

In addition to the historical information contained herein, this presentation includes "forward-looking statements" within the meaning of such term in the Private Securities Litigation Reform Act of 1995. These statements are subject to many risks and uncertainties, including, but not limited to, the effects of health crises, global military hostilities, weather events, or climate change, including their effects on the economic environment, our customers and our operations, as well as any changes to federal, state or local government laws, regulations or orders in connection with them; the ability of the Company to implement its strategy and expand its banking operations; changes in interest rates and other general economic, business and political conditions, including changes in the financial markets and credit quality; changes in business plans as circumstances warrant; risks related to mergers and acquisitions; changes in benchmark interest rates used to price loans and deposits, changes in tax laws, regulations and guidance; enforcement actions initiated by our regulators and their impact on our operations; and other risks detailed from time to time in filings made by the Company with the SEC, including, but not limited to those "Risk Factors" described in our most recent Form 10-K and Form 10-Q. Readers should note that the forward-looking statements included herein are not a guarantee of future events, and that actual events may differ materially from those made in or suggested by the forward-looking statements.

Forward-looking statements generally can be identified by the use of forward-looking terminology such as "will," "propose," "may," "plan," "seek," "expect," "intend," "estimate," "anticipate," "believe," "continue," or similar terminology. Any forward-looking statements presented herein are made only as of the date of this document, and the Company does not undertake any obligation to update or revise any forward-looking statements to reflect changes in assumptions, the occurrence of unanticipated events, or otherwise.

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BAYFIRST FINANCIAL CORP.  
SELECTED FINANCIAL DATA (Unaudited)

(Dollars in thousands, except for share data)	At or for the three months ended				
	3/31/2026	12/31/2025	9/30/2025	6/30/2025	3/31/2025
<b>Net loss</b>	\$ (5,680)	\$ (2,463)	\$ (18,902)	\$ (1,237)	\$ (335)
<b>Balance sheet data:</b>					
Average loans held for investment at amortized cost	887,756	939,281	1,060,520	1,047,568	1,027,648
Average total assets	1,219,748	1,334,912	1,345,553	1,324,455	1,287,618
Average common shareholders' equity	70,373	73,470	92,734	95,049	96,053
Government guaranteed loans held for sale	—	—	94,052	—	—
Total loans held for investment	930,426	963,894	998,683	1,125,799	1,084,817
Total loans held for investment, excl gov't gtd loan balances	855,363	893,765	923,390	972,942	943,979
Allowance for credit losses	20,632	21,996	24,485	17,041	16,513
Total assets	1,195,910	1,300,258	1,345,978	1,343,867	1,291,957
Total deposits	1,085,869	1,183,938	1,171,457	1,163,796	1,128,267
Common shareholders' equity	64,660	70,747	73,677	92,172	94,034
<b>Share data:</b>					
Basic loss per common share	\$ (1.48)	\$ (0.69)	\$ (4.66)	\$ (0.39)	\$ (0.17)
Diluted loss per common share	(1.48)	(0.69)	(4.66)	(0.39)	(0.17)
Dividends per common share	—	—	—	0.08	0.08
Book value per common share	15.74	17.22	17.90	22.30	22.77
Tangible book value per common share <sup>(1)</sup>	15.74	17.22	17.90	22.30	22.77
<b>Performance ratios:</b>					
Return on average assets <sup>(2)</sup>	(1.86)%	(0.74)%	(5.62)%	(0.37)%	(0.10)%
Return on average common equity <sup>(2)</sup>	(34.47)%	(15.51)%	(83.19)%	(6.83)%	(3.00)%
Net interest margin <sup>(2)</sup>	3.42 %	3.58 %	3.61 %	4.06 %	3.77 %
<b>Asset quality ratios:</b>					
Net charge-offs	\$ 4,393	\$ 4,558	\$ 3,294	\$ 6,799	\$ 3,301
Net charge-offs/avg loans held for investment at amortized cost <sup>(2)</sup>	1.98 %	1.94 %	1.24 %	2.60 %	1.28 %
Nonperforming loans <sup>(3)</sup>	\$ 21,453	\$ 24,343	\$ 24,687	\$ 21,665	\$ 24,806
Nonperforming loans (excluding gov't gtd balance) <sup>(3)</sup>	\$ 15,873	\$ 16,271	\$ 15,822	\$ 14,187	\$ 15,078
Nonperforming loans/total loans held for investment <sup>(3)</sup>	2.44 %	2.68 %	2.63 %	2.09 %	2.42 %
Nonperforming loans (excl gov't gtd balance)/total loans held for investment <sup>(3)</sup>	1.81 %	1.79 %	1.69 %	1.37 %	1.47 %
ACL/Total loans held for investment at amortized cost	2.35 %	2.42 %	2.61 %	1.65 %	1.61 %
ACL/Total loans held for investment at amortized cost, excl government guaranteed loans	2.53 %	2.58 %	2.78 %	1.85 %	1.84 %
<b>Other Data:</b>					
Full-time equivalent employees	143	144	237	300	305
Banking center offices	12	12	12	12	12

<sup>(1)</sup> See section entitled "GAAP Reconciliation and Management Explanation of Non-GAAP Financial Measures" below for a reconciliation to most comparable GAAP equivalent.

<sup>(2)</sup> Annualized

<sup>(3)</sup> Excludes loans measured at fair value

**Reconciliation and Management Explanation of Non-GAAP Financial Measures**

Some of the financial measures included in this report are not measures of financial condition or performance recognized by GAAP. These non-GAAP financial measures include tangible common shareholders' equity and tangible book value per common share. Our management uses these non-GAAP financial measures in its analysis of our performance, and we believe that providing this information to financial analysts and investors allows them to evaluate capital adequacy.

The following presents the calculation of the non-GAAP financial measures.

**Tangible Common Shareholders' Equity and Tangible Book Value Per Common Share (Unaudited)**

<i>(Dollars in thousands, except for share data)</i>	As of				
	March 31, 2026	December 31, 2025	September 30, 2025	June 30, 2025	March 31, 2025
Total shareholders' equity	\$ 81,867	\$ 87,569	\$ 89,728	\$ 108,223	\$ 110,085
Less: Preferred stock liquidation preference	(17,207)	(16,822)	(16,051)	(16,051)	(16,051)
Total equity available to common shareholders	64,660	70,747	73,677	92,172	94,034
Less: Goodwill	—	—	—	—	—
Tangible common shareholders' equity	\$ 64,660	\$ 70,747	\$ 73,677	\$ 92,172	\$ 94,034
Common shares outstanding	4,108,072	4,108,069	4,116,913	4,134,127	4,129,027
Tangible book value per common share	\$ 15.74	\$ 17.22	\$ 17.90	\$ 22.30	\$ 22.77

**BAYFIRST FINANCIAL CORP.**  
**CONSOLIDATED BALANCE SHEETS**

(Dollars in thousands)	<b>3/31/2026</b>	<b>12/31/2025</b>	<b>3/31/2025</b>
<b>Assets</b>	Unaudited	Unaudited	Unaudited
Cash and due from banks	\$ 6,848	\$ 5,123	\$ 6,517
Interest-bearing deposits in banks	127,617	201,859	56,637
Cash and cash equivalents	134,465	206,982	63,154
Time deposits in banks	—	—	2,025
Investment securities available for sale, at fair value (amortized cost \$31,267, \$31,974, and \$39,507 at March 31, 2026, December 31, 2025, and March 31, 2025, respectively)	28,531	29,363	36,318
Investment securities held to maturity, at amortized cost, net of allowance for credit losses of \$10, \$7, and \$12 (fair value: \$2,378, \$2,384, and \$2,356 at March 31, 2026, December 31, 2025, and March 31, 2025, respectively)	2,490	2,493	2,488
Nonmarketable equity securities	4,662	4,656	5,480
Government guaranteed loans held for investment, at fair value	51,807	54,076	57,901
Loans held for investment, at amortized cost	878,619	909,818	1,026,916
Allowance for credit losses on loans	(20,632)	(21,996)	(16,513)
Net Loans held for investment, at amortized cost	857,987	887,822	1,010,403
Accrued interest receivable	7,683	8,421	9,153
Premises and equipment, net	30,690	31,188	32,769
Loan servicing rights	11,334	12,580	16,460
Deferred income tax assets	8,489	6,538	—
Right-of-use operating lease assets	14,171	14,504	15,484
Bank owned life insurance	27,457	27,264	26,696
Other real estate owned	400	400	132
Other assets	15,744	13,971	13,494
<b>Total assets</b>	<b>\$ 1,195,910</b>	<b>\$ 1,300,258</b>	<b>\$ 1,291,957</b>
<b>Liabilities:</b>			
Noninterest-bearing deposit accounts	\$ 111,476	\$ 95,731	\$ 106,236
Interest-bearing transaction accounts	153,860	231,227	261,074
Savings and money market deposit accounts	432,781	454,639	467,766
Time deposits	387,752	402,341	293,191
Total deposits	1,085,869	1,183,938	1,128,267
FHLB borrowings	—	—	20,000
Subordinated debentures	6,099	5,962	5,957
Notes payable	1,479	1,593	1,820
Accrued interest payable	958	1,133	1,053
Operating lease liabilities	13,003	13,264	14,102
Deferred income tax liabilities	—	—	648
Accrued expenses and other liabilities	6,635	6,799	10,025
<b>Total liabilities</b>	<b>1,114,043</b>	<b>1,212,689</b>	<b>1,181,872</b>

**BAYFIRST FINANCIAL CORP.**  
**CONSOLIDATED BALANCE SHEETS**

(Dollars in thousands)

**Shareholders' equity:**

	<u>3/31/2026</u>	<u>12/31/2025</u>	<u>3/31/2025</u>
	Unaudited		Unaudited
Preferred stock, Series A; no par value, 10,000 shares authorized, 6,395 shares issued and outstanding at March 31, 2026, December 31, 2025, and March 31, 2025; aggregate liquidation preference of \$6,683 at December 31, 2025 and March 31, 2025, and \$6,827 at March 31, 2026	6,161	6,161	6,161
Preferred stock, Series B; no par value, 20,000 shares authorized, 3,210 shares issued and outstanding at March 31, 2026, December 31, 2025, and March 31, 2025; aggregate liquidation preference of \$3,338 at December 31, 2025 and March 31, 2025 and \$3,402 at March 31, 2026	3,123	3,123	3,123
Preferred stock, Series C; no par value, 10,000 shares authorized, 6,446 shares issued and outstanding at March 31, 2026, December 31, 2025, and March 31, 2025; aggregate liquidation preference of \$6,801 at December 31, 2025 and March 31, 2025 and \$6,978 at March 31, 2026	6,446	6,446	6,446
Common stock and additional paid-in capital; no par value, 15,000,000 shares authorized, 4,108,072, 4,108,609, and 4,129,027 shares issued and outstanding at March 31, 2026, December 31, 2025, and March 31, 2025, respectively	54,390	54,371	54,657
Accumulated other comprehensive loss, net	(2,054)	(1,960)	(2,378)
Unearned compensation	(282)	(335)	(1,006)
Retained earnings	14,083	19,763	43,082
<b>Total shareholders' equity</b>	<u>81,867</u>	<u>87,569</u>	<u>110,085</u>
<b>Total liabilities and shareholders' equity</b>	<u>\$ 1,195,910</u>	<u>\$ 1,300,258</u>	<u>\$ 1,291,957</u>

**BAYFIRST FINANCIAL CORP.**  
**CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)**

(Dollars in thousands, except per share data)	For the Quarter Ended		
	3/31/2026	12/31/2025	3/31/2025
<b>Interest income:</b>			
Loans, including fees	\$ 15,930	\$ 19,326	\$ 19,751
Interest-bearing deposits in banks and other	1,509	1,624	934
<b>Total interest income</b>	<b>17,439</b>	<b>20,950</b>	<b>20,685</b>
<b>Interest expense:</b>			
Deposits	7,893	9,451	9,431
Other	97	341	255
<b>Total interest expense</b>	<b>7,990</b>	<b>9,792</b>	<b>9,686</b>
<b>Net interest income</b>	<b>9,449</b>	<b>11,158</b>	<b>10,999</b>
Provision for credit losses	3,078	2,007	4,400
<b>Net interest income after provision for credit losses</b>	<b>6,371</b>	<b>9,151</b>	<b>6,599</b>
<b>Noninterest income:</b>			
Loan servicing income, net	770	788	736
Gain (loss) on sale of government guaranteed loans, net	(97)	290	7,327
Service charges and fees	490	471	449
Government guaranteed loans fair value loss, net	(533)	(1,880)	(755)
Government guaranteed loan packaging fees	—	95	716
Gain on sale of premises and equipment	13	—	—
Other noninterest income	241	132	278
<b>Total noninterest income</b>	<b>884</b>	<b>(104)</b>	<b>8,751</b>
<b>Noninterest Expense:</b>			
Salaries and benefits	5,069	4,681	7,998
Bonus, commissions, and incentives	290	(8)	71
Occupancy and equipment	1,368	1,330	1,634
Data processing	1,489	1,687	2,045
Marketing and business development	123	281	487
Professional services	1,164	1,083	732
Loan servicing and origination expense	3,836	1,135	1,035
Employee recruiting and development	202	210	617
Regulatory assessments	578	694	339
Restructure charges	—	21	—
Other noninterest expense	767	755	855
<b>Total noninterest expense</b>	<b>14,886</b>	<b>11,869</b>	<b>15,813</b>
<b>Loss before taxes</b>	<b>(7,631)</b>	<b>(2,822)</b>	<b>(463)</b>
<b>Income tax benefit</b>	<b>(1,951)</b>	<b>(359)</b>	<b>(128)</b>
<b>Net loss</b>	<b>(5,680)</b>	<b>(2,463)</b>	<b>(335)</b>
<b>Preferred dividends</b>	<b>385</b>	<b>385</b>	<b>385</b>
<b>Net loss attributable to common shareholders</b>	<b>\$ (6,065)</b>	<b>\$ (2,848)</b>	<b>\$ (720)</b>
<b>Basic loss per common share</b>	<b>\$ (1.48)</b>	<b>\$ (0.69)</b>	<b>\$ (0.17)</b>
<b>Diluted loss per common share</b>	<b>\$ (1.48)</b>	<b>\$ (0.69)</b>	<b>\$ (0.17)</b>

**Loan Composition**

(Dollars in thousands)

	3/31/2026 (Unaudited)	12/31/2025	9/30/2025 (Unaudited)	6/30/2025 (Unaudited)	3/31/2025 (Unaudited)
Real estate:					
Residential	\$ 359,305	\$ 365,427	\$ 364,020	\$ 356,559	\$ 339,886
Commercial	216,643	215,771	231,039	292,923	296,351
Construction and land	36,732	48,397	43,700	53,187	46,740
Commercial and industrial	171,666	181,566	194,654	223,239	234,384
Commercial and industrial - PPP	6	6	13	191	457
Consumer and other	82,269	86,441	90,946	93,333	93,889
Loans held for investment, at amortized cost, gross	866,621	897,608	924,372	1,019,432	1,011,707
Deferred loan costs, net	15,559	16,371	17,096	21,118	20,521
Discount on government guaranteed loans	(6,007)	(6,811)	(7,506)	(8,780)	(8,727)
Premium on loans purchased, net	2,446	2,650	2,941	3,342	3,415
Loans held for investment, at amortized cost, net	878,619	909,818	936,903	1,035,112	1,026,916
Government guaranteed loans held for investment, at fair value	51,807	54,076	61,780	90,687	57,901
Total loans held for investment, net	\$ 930,426	\$ 963,894	\$ 998,683	\$ 1,125,799	\$ 1,084,817

**Nonperforming Assets (Unaudited)**

(Dollars in thousands)

	3/31/2026	12/31/2025	9/30/2025	6/30/2025	3/31/2025
Nonperforming loans (government guaranteed balances), at amortized cost, gross	\$ 5,580	\$ 8,072	\$ 8,865	\$ 7,478	\$ 9,728
Nonperforming loans (unguaranteed balances), at amortized cost, gross	15,873	16,271	15,822	14,187	15,078
Total nonperforming loans, at amortized cost, gross	21,453	24,343	24,687	21,665	24,806
Nonperforming loans (government guaranteed balances), at fair value	208	83	—	502	507
Nonperforming loans (unguaranteed balances), at fair value	1,230	1,453	1,385	1,430	1,419
Total nonperforming loans, at fair value	1,438	1,536	1,385	1,932	1,926
OREO	400	400	400	400	132
Repossessed assets	583	263	32	—	36
Total nonperforming assets, gross	\$ 23,874	\$ 26,542	\$ 26,504	\$ 23,997	\$ 26,900
Nonperforming loans as a percentage of total loans held for investment <sup>(1)</sup>	2.44 %	2.68 %	2.63 %	2.09 %	2.42 %
Nonperforming loans (excluding government guaranteed balances) to total loans held for investment <sup>(1)</sup>	1.81 %	1.79 %	1.69 %	1.37 %	1.47 %
Nonperforming assets as a percentage of total assets	2.00 %	2.04 %	1.97 %	1.79 %	2.08 %
Nonperforming assets (excluding government guaranteed balances) to total assets	1.38 %	1.29 %	1.21 %	1.12 %	1.22 %
ACL to nonperforming loans <sup>(1)</sup>	96.17 %	90.35 %	99.18 %	78.66 %	66.57 %
ACL to nonperforming loans (excluding government guaranteed balances) <sup>(1)</sup>	129.98 %	135.18 %	154.75 %	120.12 %	109.52 %

<sup>(1)</sup> Excludes loans measured at fair value

Note: Transmitted on Globe Newswire on April 30, 2026, at 4:00 p.m. ET.



# BAYFIRST

**BayFirst Financial Corp.**  
**(NASDAQ:BAFN)**

**2026 - First Quarter Results**  
**(Unaudited)**

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## Cautionary Statement Concerning Forward-Looking Information

In addition to the historical information contained herein, this presentation includes "forward-looking statements" within the meaning of such term in the Private Securities Litigation Reform Act of 1995. These statements are subject to many risks and uncertainties, including, but not limited to, the effects of health crises, global military hostilities, weather events, or climate change, including their effects on the economic environment, our customers and our operations, as well as any changes to federal, state or local government laws, regulations or orders in connection with them; the ability of the Company to implement its strategy and expand its banking operations; changes in interest rates and other general economic, business and political conditions, including changes in the financial markets and credit quality; changes in business plans as circumstances warrant; risks related to mergers and acquisitions; changes in benchmark interest rates used to price loans and deposits, changes in tax laws, regulations and guidance; enforcement actions initiated by our regulators and their impact on our operations; and other risks detailed from time to time in filings made by the Company with the SEC, including, but not limited to those "Risk Factors" described in our most recent Form 10-K and Form 10-Q. Readers should note that the forward-looking statements included herein are not a guarantee of future events, and that actual events may differ materially from those made in or suggested by the forward-looking statements.

*Forward-looking statements generally can be identified by the use of forward-looking terminology such as "will," "propose," "may," "plan," "seek," "expect," "intend," "estimate," "anticipate," "believe," "continue," or similar terminology. Any forward-looking statements presented herein are made only as of the date of this document, and we do not undertake any obligation to update or revise any forward-looking statements to reflect changes in assumptions, the occurrence of unanticipated events, or otherwise.*

**BAYFIRST**

# ABOUT BAYFIRST FINANCIAL CORP.

## TAMPA BAY'S PREMIER COMMUNITY BANKING FRANCHISE



### HOW WE RANK

**3** IN THE TAMPA BAY-SARASOTA REGION<sup>(1)</sup>

### ASSET SIZE

**\$1.20** BILLION TOTAL ASSETS<sup>(2)</sup>

### ASSET GROWTH

**30%** ASSET GROWTH SINCE DEC 31, 2020<sup>(2)</sup>

### COST OF FUNDS

**27** BASIS POINT DECREASE IN COST OF FUNDS FOR THE QUARTER

### DEPOSITS

**\$16** MILLION IN NONINTEREST-BEARING DEPOSIT GROWTH OVER THE QUARTER<sup>(2)</sup>

### COMMUNITY BANKING

CONTINUED GROWTH IN TREASURY MANAGEMENT SERVICE FEE INCOME

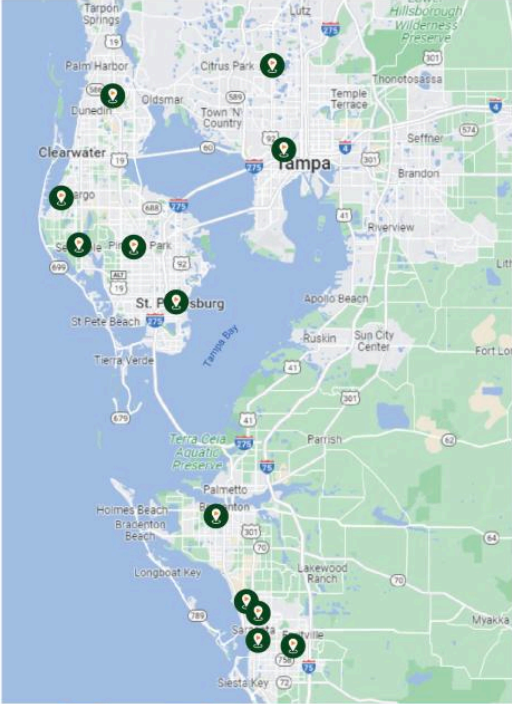
(1) Deposit ranking of banks with assets less than \$10B headquartered in the Tampa Bay-Sarasota region as of December 31, 2025 from Uniform Bank Performance Reports  
(2) Financial data as of March 31, 2026

# ABOUT BAYFIRST FINANCIAL CORP.



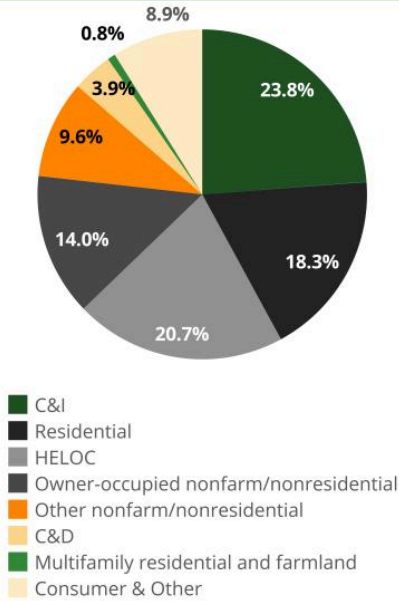
## CURRENT BANKING CENTER LOCATION

**CONVENIENT AND ATTRACTIVE BANKING CENTER  
FRANCHISE IN  
TAMPA BAY-SARASOTA REGION**  
*Banking Center in Downtown Sarasota will be closing in May 2026*



# ATTRACTIVE LOAN COMPOSITION

Composition of Loans Held for Investment as of March 31, 2026

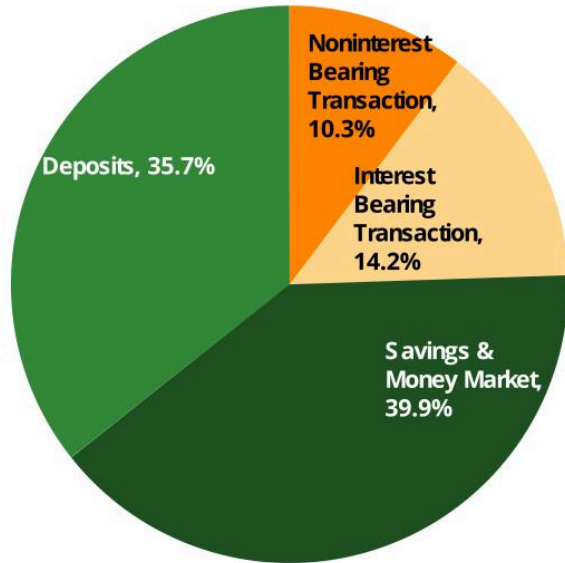


Loan Highlights

- Loan portfolio is well-diversified across major loan types with a low concentration of non owner-occupied commercial real estate loans
- Total loan production of \$3 million during the quarter
- Total loans decreased \$154 million over the last twelve months primarily due to the exit of the SBA 7(a) lending business and the sale of \$97 million of loan balances
- There were a total of \$213.6 million of SBA 7(a) loans as of 3/31/2026. Of which \$159.4 million are unguaranteed

# SOLID DEPOSIT COMPOSITION

Deposit Portfolio Balance Composition as of March 31, 2026



Deposit Highlights

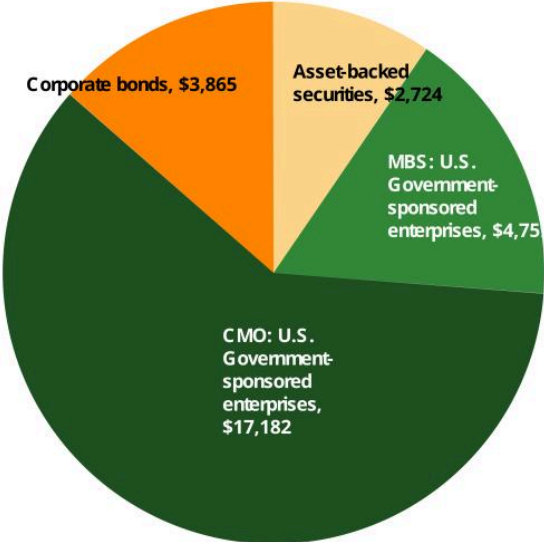
- Total Deposits decreased \$98 million for the quarter and \$42 million over the last twelve months
- Approximately 83% of deposits were insured as of March 31, 2026
- Short-term brokered deposits were \$184 million as of March 31, 2026
- Grew number of checking accounts by 6% YTD

# INVESTMENT SECURITIES

## Investment Securities Portfolio Details

## AFS Investment Securities Portfolio as of March 31, 2026 (fair market value, in thousands)

- Minimal exposure to market value losses due to modest investment securities portfolio (2% of total assets)
- Other Comprehensive Loss of \$2.1 million reduced Tangible Book Value by \$0.50 as of March 31, 2026
  - We intend and have the ability to hold the available for sale investment securities to maturity; no plan to sell
  - No impact to regulatory capital ratios
- \$2.5 million of HTM investment securities, net of ACL of \$10 thousand



# QUARTERLY EARNINGS

(\$000s)	For the Three Months Ended				
	3/31/2026	12/31/2025	Increase/ (Decrease)	3/31/2025	Increase/ (Decrease)
Interest income	\$ 17,439	\$ 20,950	\$ (3,511)	\$ 20,685	\$ (3,246)
Interest expense	7,990	9,792	(1,802)	9,686	(1,696)
Net interest income	9,449	11,158	(1,709)	10,999	(1,550)
Provision for credit losses	3,078	2,007	1,071	4,400	(1,322)
Noninterest income	884	(104)	988	8,751	(7,867)
Noninterest expense	14,886	11,869	3,017	15,813	(927)
Income tax benefit	(1,951)	(359)	(1,592)	(128)	(1,823)
Net loss	(5,680)	(2,463)	(3,217)	(335)	(5,345)
Preferred dividends	385	385	—	385	—
Net loss attributable to common shareholders	\$ (6,065)	\$ (2,848)	\$ (3,217)	\$ (720)	\$ (5,345)

## KEY METRICS

	<i>As of and For the Three Months Ended</i>		
	<i>3/31/2026</i>	<i>12/31/2025</i>	<i>3/31/2025</i>
<b>Return on average assets<sup>(1)</sup></b>	(1.86)%	(0.74)%	(0.10)%
<b>Return on average common equity<sup>(1)</sup></b>	(34.47)%	(15.51)%	(3.00)%
<b>Tangible book value per common share</b>	\$ 15.74	\$ 17.22	\$ 22.77
<b>Diluted loss per common share</b>	\$ (1.48)	\$ (0.69)	\$ (0.17)
<b>Total Capital (to risk-weighted assets)<sup>(2)</sup></b>	9.84 %	10.18 %	11.73 %
<b>Common Equity Tier 1 Capital (to risk-weighted assets)<sup>(2)</sup></b>	8.58 %	8.92 %	10.47 %
<b>Tier 1 Capital (to total assets)<sup>(2)</sup></b>	6.54 %	6.52 %	8.56 %
<b>Nonperforming loans (excl gov't gtd balance)/total loans held for investment<sup>(3)</sup></b>	1.81 %	1.79 %	1.47 %
<b>ACL/Total loans held for investment at amortized cost</b>	2.35 %	2.42 %	1.61 %

<sup>(1)</sup> Annualized

<sup>(2)</sup> Capital Ratios are at the Bank

<sup>(3)</sup> Excludes loans measured at fair value

# QTD INTEREST MARGIN

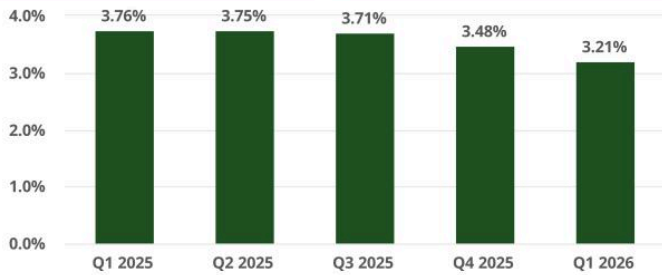
*Net Interest Margin*



*Loan Yield*



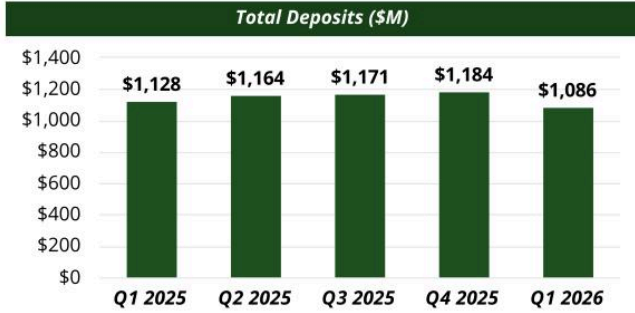
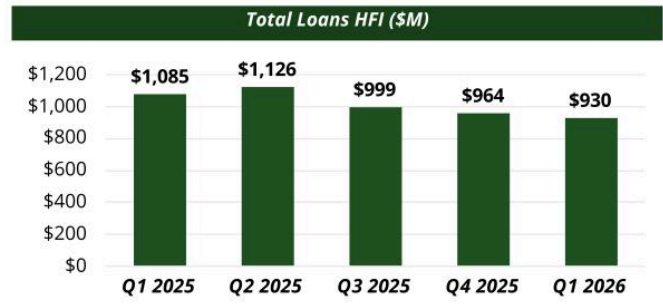
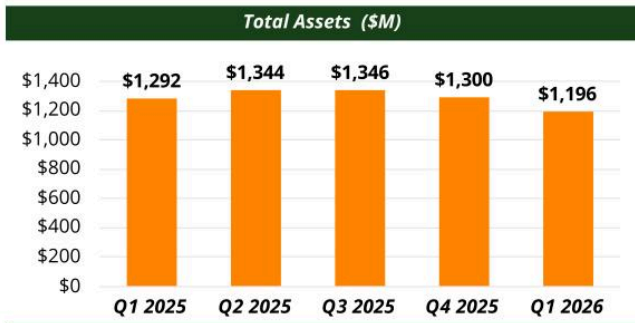
*Cost of Funds*



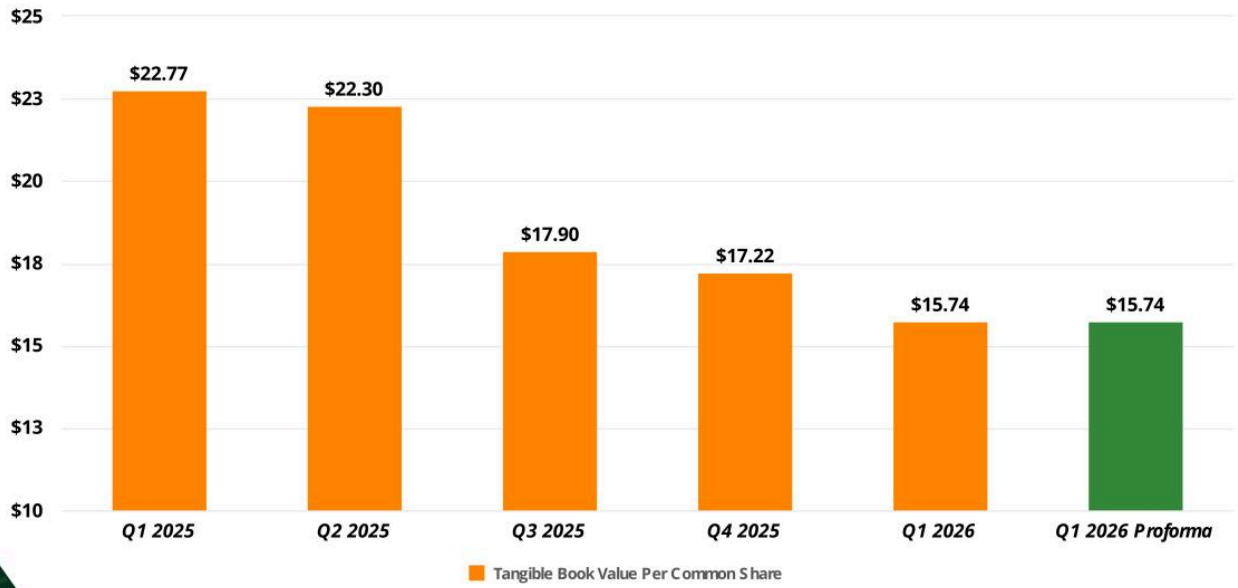
*Net Interest Margin (\$ in millions)*



# BALANCE SHEET COMPOSITION



# TANGIBLE BOOK VALUE PER COMMON SHARE



# COMMUNITY BANKING PERFORMANCE

## Q1 2026 Highlights

### Q1 2026 Loan Production Summary:

- Loan production during the quarter was \$2.4 million<sup>(1)</sup>
- Total Loans decreased by a net \$33.5 million during the quarter

### Q1 2026 Deposit Summary:

- Deposit balances decreased \$98.1 million during the quarter
- Deposit portfolio increased by 6.0% in number of accounts (to 21,970 accounts totaling \$1.09 billion) YTD

### Treasury Management:

- Continued growth in treasury management fee income

<sup>(1)</sup> Excludes government guaranteed loan production

<sup>(2)</sup> St. Petersburg branch deposits include other deposits generated by Government Guaranteed Banking, Cash Management, Corporate Treasury, and Virtual

<sup>(3)</sup> Downtown Sarasota banking center will be closing in May 2026

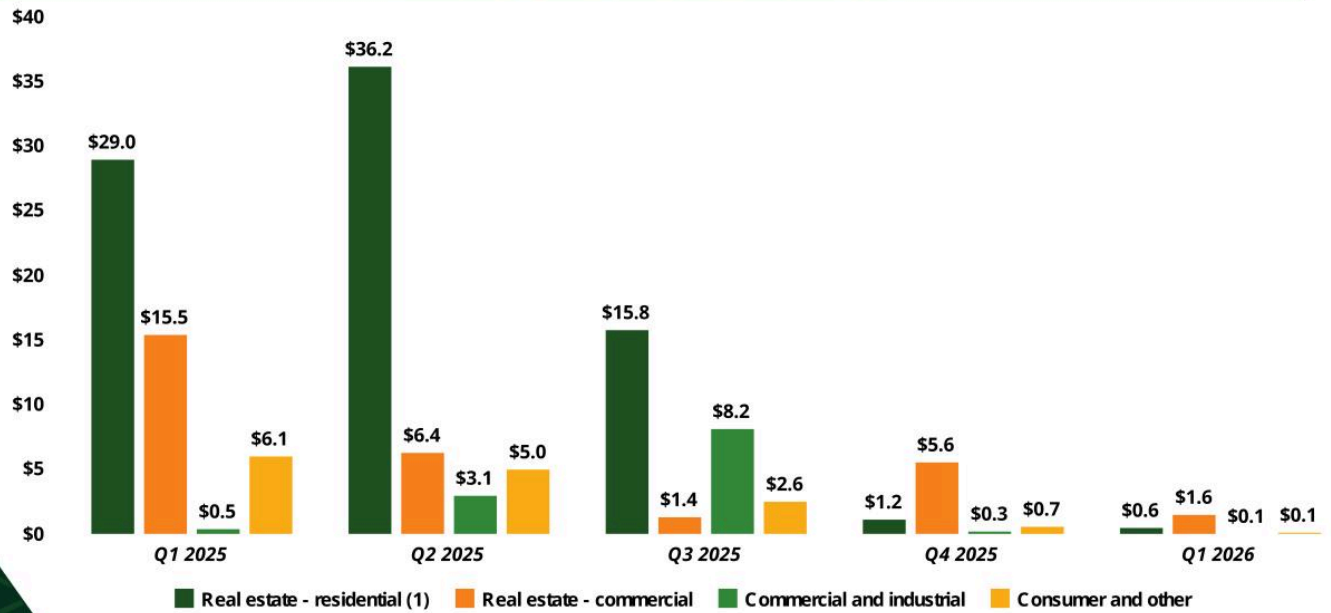
## Banking Center & Deposits

(\$ in 000s)		Year Opened	Total Deposits		
			3/31/2026	3/31/2025	3/31/2024
1	St. Petersburg <sup>(2)</sup>	2017	\$ 398,529	\$ 323,725	\$ 264,169
2	Seminole	1999	156,915	161,366	141,934
3	Pinellas Park	2005	111,941	101,238	96,545
	Downtown				
4	Sarasota <sup>(3)</sup>	2018	87,312	172,827	169,521
5	Countryside	2018	53,663	60,199	61,041
6	West Tampa	2020	64,303	107,946	106,130
7	Belleair Bluffs	2021	51,287	52,268	39,934
8	West Bradenton	2022	60,159	54,093	56,281
9	Carrollwood	2023	36,589	42,508	44,161
10	Bee Ridge	2023	33,189	29,440	26,067
11	North Sarasota	2023	3,190	2,095	351
12	South Tamiami Trail	2024	28,776	20,562	1,181
<b>Total Branches (12)</b>			<b>\$ 1,085,853</b>	<b>\$ 1,128,267</b>	<b>\$ 1,007,315</b>

BAYFIRST

# Community Banking New Loan Production

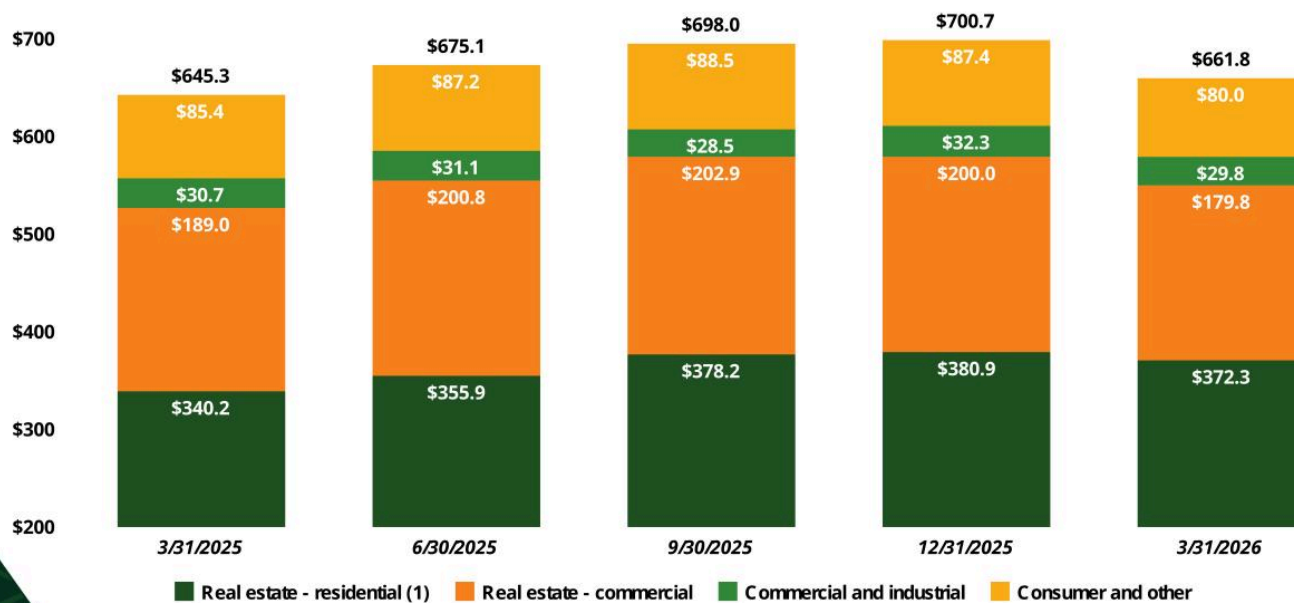
Community Banking New Loan Production (\$M)



(1) Includes residential first mortgages, home equity lines of credit, and home equity closed loans

# Community Banking Loan Balances

Community Banking Loan Balances (\$M)



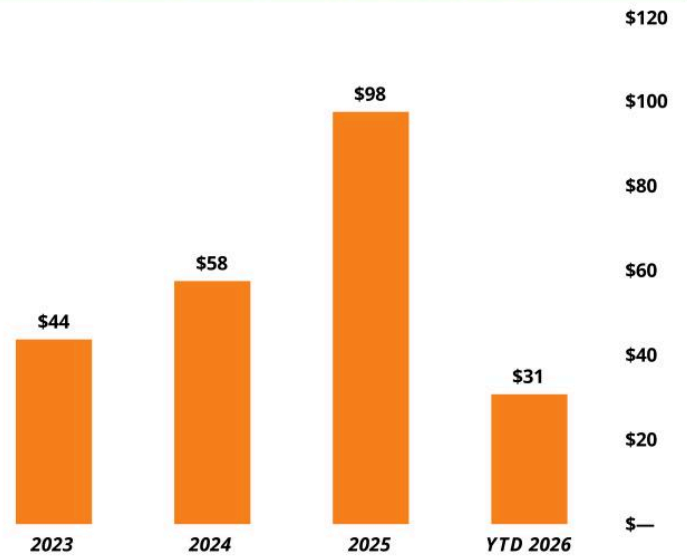
(1) Includes residential first mortgages, home equity lines of credit, and home equity closed loans

# TREASURY MANAGEMENT SERVICES

## Treasury Management Services

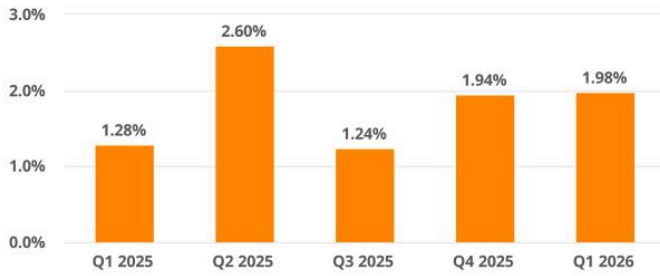
- With our treasury management platform operational, we are servicing small and medium sized businesses as well as large businesses through our two online platforms
- The Bank expanded its treasury management staff to four with the addition of two new experienced associates in 2025
- The Bank has created products and services specifically for Associations

## Treasury Management Fee Income (\$000s)

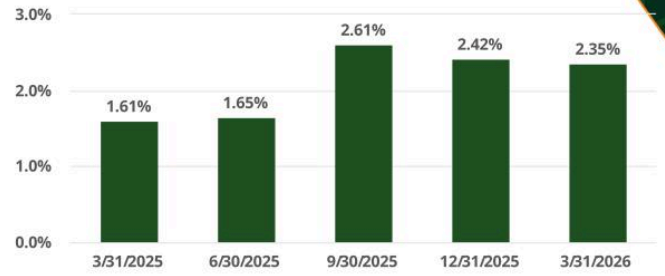


# ASSET QUALITY

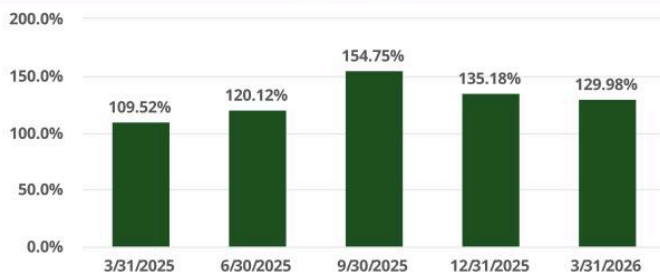
Net charge-offs/Total average loans HFI at amortized cost



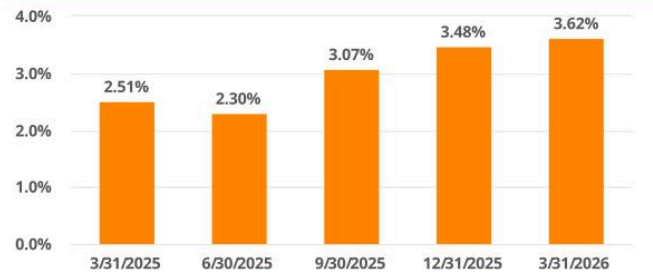
ACL/Total loans held for investment at amortized cost



ACL to nonperforming loans<sup>(1)(2)</sup>



Past due and Nonaccrual loans to Total loans HFI at amortized cost<sup>(1)(2)</sup>



<sup>(1)</sup> Excludes government guaranteed balances

<sup>(2)</sup> Excludes loans measured at fair value

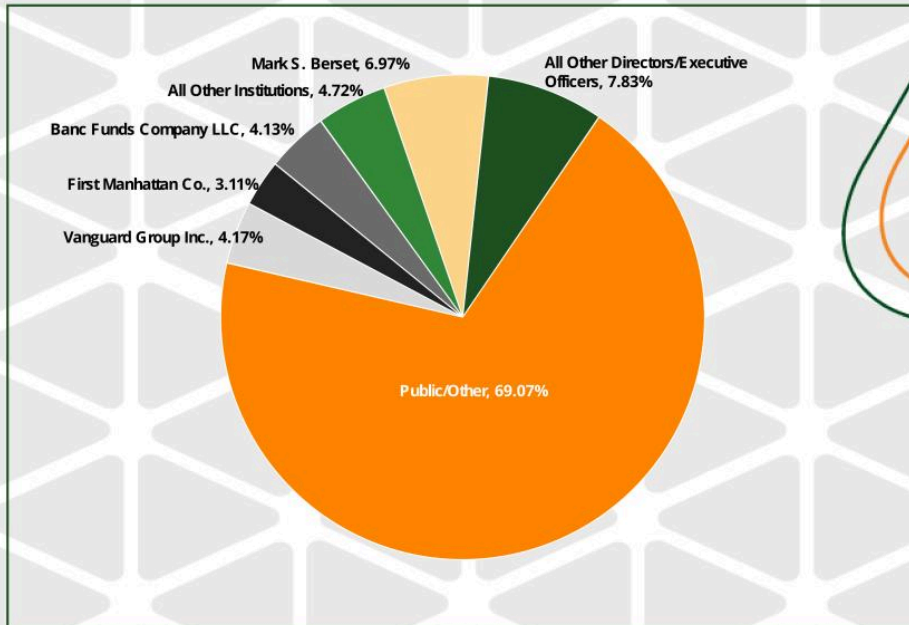
# BAYFIRST

## APPENDIX



# OWNERSHIP OVERVIEW

Total Common Stock Ownership Mix



Note: Ownership information based on most recently disclosed common shares outstanding of 4,108,072 as of 3/31/26  
Source: S&P Capital IQ Pro

# DEPOSITS IN TAMPA BAY-SARASOTA REGION

<i>Total Deposits (Total Assets &lt;\$10BN and HQ in Tampa Bay-Sarasota Region)</i>				
<i>Rank</i>	<i>Institution</i>	<i>Deposits (\$ millions)</i>	<i>Branches (No.)</i>	<i>Average Deposits per Branch (\$ millions)</i>
1	Bank of Tampa	\$2,621	13	\$202
2	Climate First	1,358	3	453
3	<b>BayFirst National Bank</b>	<b>1,184</b>	<b>12</b>	<b>99</b>
4	Flagship Bank	602	6	100
5	Waterfall Bank	303	1	303
6	TCM Bank NA	303	1	303
7	Central Bank	301	4	75
8	Gulfside Bank	274	2	137
9	Century Bank of Florida	91	1	91

Note: Deposit data as of September 30, 2025  
Source: Uniform Bank Performance Reports

# LIQUIDITY SOURCES

- **Available Liquidity**
  - \$134 million in cash and due from other banks
  - \$29 million in AFS investment securities
- **Off Balance Sheet Sources of Liquidity**
  - \$188 million of unused, available borrowing capacity at the FHLB based on pledged loans
  - \$29 million available at the Federal Reserve Bank based on pledged loans
- **Contingent Sources**
  - Up to \$55 million in brokered deposits<sup>(1)</sup>
  - Up to \$358 million in listing service deposits<sup>(1)</sup>

<sup>(1)</sup> Based on Bank's policy limits  
Data as of March 31, 2026

## EXPERIENCED LEADERSHIP TEAM



**Alfred T. ("Al") Rogers**

*President, Chief Executive Officer & Director of BayFirst and the Bank*

- Joined BayFirst in Q2 2026.
- Previous experience includes CEO of Manufacturers Bank of Florida, President and Senior Lender at Colonial Bank, Executive Lending Officer at USAmeriBank, and EVP and Chief Lending Officer of Valley National Bank
- B.A. in Economics from Vanderbilt University



**Robin Oliver**

*Chief Operating Officer and Director of BayFirst and the Bank*

- Joined BayFirst as CFO in Q2 2018; Prior to joining BayFirst, Controller of Central Bank & Trust Co., a \$2.5 billion privately held financial institution in Lexington, Kentucky, from May 2014 to June 2018
- Approximately 16 years with Crowe LLP as an auditor in the financial institution practice; served over 80 financial institution clients with assets ranging from \$50 million to \$4.5 billion throughout career, including several SEC registrants and FDICIA reporting institutions
- B.S. in Accounting from the University of Kentucky



**Scott J. McKim**

*EVP, Chief Financial Officer of BayFirst and the Bank*

- Joined BayFirst in July 2023
- Previous experience includes Chief Strategy Officer of 121 Financial Credit Union, Chief Financial Officer and Chief Lending Officer of Publix Employees Federal Credit Union, and Director of Corporate Finance and Divisional CFO for Huntington Bancshares
- B.S. in Accounting from Bowling Green State University and M.B.A from Max M. Fisher College of Business, The Ohio State University

## EXPERIENCED LEADERSHIP TEAM



**Brandi Jaber**  
*EVP, Chief Administrative Officer*

- Joined BayFirst in Q4 2017; Prior to joining BayFirst, over fifteen years of Mortgage Banking administration experience as well as Human Resources experience supporting mid-size financial institutions
- B.B.S from The University of Florida and M.B.A from The University of Tampa



**Adam Curtis**  
*EVP, Chief Lending Officer*

- Prior to joining BayFirst in 2022, Mr. Curtis served as EVP, Chief Lending Officer at Freedom Bank. He has also held senior leadership positions with Seacoast Bank
- Mr. Curtis received his degree from Florida State University and completed executive banking programs at the LSU Graduate School of Banking and University of Florida's Florida School of Banking



**Susan Khayat**  
*EVP, Chief Credit Officer*

- Prior to joining BayFirst in 2025, Ms. Khayat served as Chief Credit Officer at Fieldpoint Private Bank and assisted Price Waterhouse Coopers with compliance risk reviews while contracted with MBO Partners in Atlanta and has served as Chief Risk Officer and Chief Credit Officer at other community banks and worked many years as a bank regulator with the US Department of the Treasury
- Ms. Khayat received her BBA in Finance from Mercer University



**Nick Smith**  
*EVP, Chief Human Resources Officer*

- Prior to joining the BayFirst HR team in January 2021, Nick served in leadership roles in the finance, aerospace, and pulp and paper industries.
- BA from Murray State University and his MBA from University of Southern Indiana





# BAYFIRST

## Confidential Investor Presentation

March 2026

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## LEGAL DISCLAIMER

BayFirst Financial Corp. (together with its subsidiaries, the "Company," "BayFirst," or "BAFN") is offering its securities (collectively, the "Securities") in a proposed private placement (the "Offering"). The Securities have not and will not be registered under the Securities Act of 1933, as amended (the "Act"), or under any state securities laws nor has the Securities and Exchange Commission (the "Commission") or any state regulatory authority endorsed the Offering. Any representation to the contrary is a criminal offense. Although BayFirst is expected to agree to file, within a certain period of time upon completion of the Offer, a registration statement with the Commission with respect to the Securities being offered, there can be no assurance that such registration statement will be declared effective by the Commission or that any investor will have the opportunity to sell its Securities pursuant thereto.

In the Offering, the Securities will be offered only to Qualified Institutional Buyers (as defined in Rule 144A under the Act) and a limited number of institutional and individual "accredited investors" (as such term is defined in Regulation D under the Act) who are able to evaluate the merits and risks of the Offering, including illiquidity of the investment.

In making an investment decision, investors must rely upon their own examination of the Company and the terms of the Offering, including the merits and risks involved. The acquisition of Securities, if offered, should be considered only by persons who can bear the economic risk of their investment for an indefinite period of time and can afford a total loss of their investment. Each prospective investor in the Offering should, prior to purchasing any Securities, consult its own attorney and business advisor as to the legal, business, tax and related matters concerning its investment and is urged to ask questions of, and receive answers from, the Company and Hovde concerning the terms and conditions of the Offering and request any additional information they may consider necessary in making an informed investment decision.

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## USE OF NON-GAAP MEASURES

This confidential presentation includes certain financial measures that are not measures recognized under U.S. generally accepted accounting principles ("GAAP") and therefore are considered non-GAAP financial measures. The Company's management uses these non-GAAP financial measures in their analysis of the Company's performance, financial condition and the efficiency of its operations. Management believes that these non-GAAP financial measures provide a greater understanding of the ongoing operations and enhance comparability of results with prior periods. The Company's management also believes that investors find these non-GAAP financial measures useful as they assist investors in understanding the Company's underlying operating performance and the analysis of ongoing operating trends. However, the non-GAAP financial measures discussed herein should not be considered in isolation or as a substitute for the most directly comparable or other financial measures calculated in accordance with GAAP. Moreover, the manner in which the Company calculates the non-GAAP financial measures discussed herein may differ from the reporting measures with similar names as used by other companies. You should understand how such other banking organizations calculate their non-GAAP financial measures with names similar to the non-GAAP financial measures discussed herein when comparing such information.

## CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

In addition to the historical information contained herein, this confidential presentation includes "forward-looking statements" as contemplated by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are subject to many risks and uncertainties, including, but not limited to those associated with: the effects of political or electoral actions and decisions; economic or financial market events or conditions; interest rates; banking regulatory trends; law enforcement priorities; public health crises; military hostilities; demographic changes; weather or climate events and changes; tax policy and enforcement; economic development activities; or population migration trends.

Such risks and uncertainties may have negative impacts on: the economic, political, and social environments; the Company's current and prospective customers' desire for loans or their ability to make loan payments as agreed; the Company's current and prospective customers' ability or desire to make or maintain deposits; the Company's ability to effectively manage its liquidity and interest rate risks; the value of the collateral security the Company's loans; the Company's ability to implement its strategy and expand its banking operations and market shares.

These and other risks are detailed from time to time in the Company's SEC filings, including, but not limited to those "Risk Factors" described in our most recent Form10-K. Readers should note that the forward-looking statements included herein are not guarantees, warranties, or representations of future events, and that actual events, and their impact on the Company, may differ materially from those made in or suggested by the forward-looking statements.

Forward-looking statements generally can be identified by the use of forward-looking terminology such as "will," "propose," "may," "plan," "seek," "transition," "expect," "accelerate," "explore," "focus," "going forward," "intend," "estimate," "anticipate," "position," "shift," "assume," "believe," "drive," "continue," or similar terminology. Any forward-looking statements presented herein are made only as of the date of this document, and we do not undertake any obligation to update or revise any forward-looking statements to reflect changes in assumptions, the occurrence of unanticipated events, or otherwise.

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# PRO FORMA CAPITAL RAISE OVERVIEW

(\$ in thousands, except per share values)	Company	\$80.0 Million Capital Raise + Redemptions	Pro Forma Company 3/31/2026	
	Actual 3/31/2026		Baseline Credit Mark	S4 Scenario Credit Mark
<b>Capital Raise - Price per Share</b>			<b>\$ 3.50</b>	<b>\$ 3.50</b>
Series A Preferred Equity	6,827	(6,827) <sup>(1)</sup>	-	-
Series B Convertible Preferred Equity	3,403	(3,403) <sup>(1)</sup>	-	-
Series C Convertible Preferred Equity	6,978	(6,978) <sup>(1)</sup>	-	-
Common Equity	64,660	75,200 <sup>(2)</sup>	139,860	139,860
<b>Total Equity</b>	<b>81,867</b>		<b>139,860</b>	<b>139,860</b>
Restructuring Charges	-		(1,650) <sup>(3)</sup>	(1,650) <sup>(3)</sup>
Incremental Credit Mark	-		(30,087) <sup>(4)</sup>	(50,908) <sup>(4)</sup>
Provision Expense Recorded in Q1'26	-		3,078 <sup>(5)</sup>	3,078 <sup>(5)</sup>
Deferred Tax Asset on Charges Above	-		7,263 <sup>(6)</sup>	12,541 <sup>(6)</sup>
<b>Tangible Common Equity</b>	<b>64,660</b>		<b>118,465</b>	<b>102,920</b>
Total Shares Outstanding (000's)	4,108.072		4,108.072	4,108.072
Number of Shares Issued in Raise (000's)	-		22,857.143 <sup>(7)</sup>	22,857.143 <sup>(7)</sup>
Pro Forma Shares Outstanding (000's)	4,108.072		26,965.215 <sup>(7)</sup>	26,965.215 <sup>(7)</sup>
4.9% Investment	--		\$ 4,625	\$ 4,625
Number of Shares (000's)	--		1,321.295	1,321.295
9.9% Investment	--		\$ 9,343	\$ 9,343
Number of Shares (000's)	--		2,669.556	2,669.556
24.9% Investment	--		\$ 23,500	\$ 23,500
Number of Shares (000's)	--		6,714.338	6,714.338
<b>Key Metrics &amp; Ratios</b>				
Tangible Book Value per Share	\$ 15.74		\$ 4.39	\$ 3.82
Offer Price / Tangible Book Value per Share	22.2%		79.7%	91.7%
Current Shareholders Ownership	100.0%		15.2%	15.2%
New Shareholders Ownership	0.0%		84.8%	84.8%

(1) Post capital raise, the Company intends to redeem the following Series of Preferred Stock at their respective liquidation preferences (which includes ~\$1.16mm of dividends <sup>(2)</sup> in arrears):

- 9% Series A Cumulative Nonconvertible Preferred Stock
- 8% Series B Cumulative Convertible <sup>(1)</sup> Preferred Stock
- 11% Series C Cumulative Convertible <sup>(1)</sup> Preferred Stock

(2) Assumes an \$80mm common equity raise (post-conversion) is completed at \$3.50 per share, net of a 6.00% placement fee.

(3) Includes \$300K lease cancellation charge for closing of the downtown Sarasota branch, \$700K charge for cancellation of two legacy SBA system contracts, and \$650K for legal and other expenses related to this capital raise transaction.

(4) Reflects the credit marks <sup>(3)</sup> under the respective "Baseline" and "S4" scenarios as provided by Gateway Asset Management who was engaged by the Company to perform a review of the loan portfolio. These credit marks are based on projected economic losses under different economic scenarios and do not conform to CECL methodology; the actual loan loss provision recorded under GAAP will vary.

(5) Provision expense recorded in Q1 is credited against the Gateway mark above to avoid double counting the projected losses.

(6) Based on the federal corporate income tax rate of 21.0% and the Florida corporate income tax rate of 5.50%. The Company's tax accountant has been engaged to perform a Section 382(g) analysis to confirm this DTA can be retained.

(7) Pro forma share count excludes a new performance-based restricted stock plan to be established for new and existing management equal to 7% of pro forma shares.

(1) The Series B and Series C Preferred Stock are convertible into common shares at a ratio of liquidation value to tangible book value per share at the option of the shareholder. Series A and B are currently callable, and Series C becomes callable after 9/30/2026.

(2) In July 2025, the Company's board approved the temporary suspension of its quarterly cash dividend starting with the October 2025 dividend.

(3) Incremental credit marks consist of \$29.5mm (Baseline) and \$50.3mm (S4) of additional allowance on balances carried at net carrying value plus a \$6.5mm fair value mark on balances carried at fair value, less estimated recoveries of \$5.9mm.

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# LOAN PORTFOLIO COMPOSITION

## Gross Loans 12/31/2025

Non-Government Lending	
Construction & Land Dev.	33,737
1-4 Family Loans	365,362
Multifamily Loans	4,214
CRE: Owner-Occupied	77,231
CRE: Non Owner-Occupied	60,420
Commercial & Industrial	32,777
Consumer & Other Loans	86,172
<b>Core Bank</b>	<b>659,913</b>

- The Non-GGL loan portfolio of ~\$660mm includes ~\$97mm of legacy mortgages originated when the Bank had a nationwide mortgage program and ~\$3mm of purchased consumer loans.
- Net of the nationwide mortgage and purchased consumer loans, the “Core Bank” portfolio as of 12/31/2025 is ~\$560mm and has strong historical credit performance.

		Balance Carried at Amortized Cost			Balance Carried at Fair Value		
		Guaranteed	Unguaranteed	Total	Guaranteed	Unguaranteed	Total
Government Lending							
Bolt - SBA 7(a)	89,684	2,664	65,530	68,194	1,030	20,460	21,490
Flashcap - SBA 7(a)	38,753	3,876	31,305	35,182	1,194	2,377	3,571
Core - SBA 7(a)	90,040	27,057	36,651	63,708	12,556	13,777	26,333
Core - SBA 504 Senior Notes	17,364	-	17,364	17,364	-	-	-
Core - SBA 504 Debenture	4,341	-	4,341	4,341	-	-	-
Core - USDA	16,843	4,195	5,448	9,644	-	7,200	7,200
Purchased - SBA 7(a)	11,997	11,997	-	11,997	-	-	-
Purchased - 504	2,985	-	2,985	2,985	-	-	-
Purchased - USDA	19,763	15,807	3,957	19,763	-	-	-
<b>Gov't Lending</b>	<b>291,771</b>	<b>65,596</b>	<b>167,581</b>	<b>233,177</b>	<b>14,780</b>	<b>43,814</b>	<b>58,592</b>

- Pursuant to the loan sale agreement with Banesco, the Company is prohibited from selling more than ~\$70mm of the remaining SBA 7(a) loan balances until April 2027 (unless servicing rights are retained).
- ~\$211mm of the remaining GGL loans are unguaranteed. This includes ~\$120mm of Bolt and Flashcap loans, ~\$23mm of which are marked to fair value by the Company and ~\$97mm of which are carried at amortized cost and have an allocated loan loss reserve of ~11.0%.

Gross Loans	951,684					
Deferred Loan Costs, net	16,371				211,395	
Discount on Gov't Guaranteed Loans, net	(6,811)				80,376	
Premium on Loans Purchased, net, net	2,650					
<b>Gross Loans (reported)</b>	<b>963,894</b>				<b>291,771</b>	

Note: Data as of December 31, 2025  
Source: Company documents

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