

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 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): February 11, 2026

FVCBankcorp, Inc.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

001-38647
(Commission file number)

47-5020283
(IRS Employer
Number)

11325 Random Hills Road
Fairfax, Virginia 22030
(Address of Principal Executive Offices) (Zip Code)

(703) 436-3800
Registrant's telephone number, including area code:

Check the appropriate box below if the Form 8-K 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 under Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, \$0.01 par value	FVCB	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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.

On February 11, 2026, FVCBankcorp, Inc. (the “Company”) entered into a Senior Unsecured Note Purchase Agreement (the “Purchase Agreement”) with certain qualified institutional buyers and institutional accredited investors pursuant to which the Company sold and issued an aggregate of \$25.0 million in aggregate principal amount of Fixed Rate Senior Unsecured Notes due March 1, 2029 (the “Notes”) in a private placement.

The Notes bear interest at a fixed annual rate of 6.75%, payable semi-annually in arrears on March 1 and September 1 of each year, beginning September 1, 2026. The maturity date of the Notes is March 1, 2029.

Commencing on or after March 1, 2028, the Company may, at its option, upon not less than 30 nor more than 60 days’ notice, redeem in whole or in part the Notes at a redemption price equal to 100% of the outstanding principal amount of the Notes being redeemed plus accrued but unpaid interest thereon to, but excluding, the date of redemption. Any partial redemption will be made pro rata among all of the holders. The Notes may be redeemed in whole, but not in part, at any time upon not less than 10 days’ notice, if (i) there is a material risk that a change in law occurs that could prevent the Company from deducting interest payable on the Notes for U.S. federal income tax purposes, or (ii) there is a material risk that the Company is required to register as an investment company pursuant to the Investment Company Act of 1940, as amended, in each case, at a redemption price equal to 100% of the principal amount of the Notes plus accrued but unpaid interest thereon to, but excluding, the date of redemption.

The Notes are not convertible into common stock or preferred stock, and are not subject to redemption at the option of the holders thereof.

If certain events of default occur, such as the bankruptcy of the Company, the holder of a Note may declare the principal amount of the Note to be immediately due and payable.

The Notes rank pari passu with other existing and future senior unsecured indebtedness of the Company, and rank senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness. The Notes shall be effectively subordinate to secured indebtedness of the Company to the extent of the value of the assets securing such indebtedness. The Notes are not secured by any assets of the Company.

The Notes include certain covenants that, among other things, restrict the Company’s ability and the ability of the Company’s subsidiaries to (i) dispose of or issue voting stock of certain subsidiaries; or (ii) incur or permit to exist any mortgage, pledge, encumbrance or lien or charge on the capital stock of certain subsidiaries. The Notes also contain cross-default provisions or cross-acceleration provisions, which means that if an event of default occurs under certain other material indebtedness, such event of default may trigger an event of default under the Notes.

The Company expects to use the net proceeds from the sale of the Notes for general corporate purposes, including supporting capital ratios at the Company’s bank subsidiary, FVCbank.

The Notes were offered and sold in reliance on the exemptions from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506(b) of Regulation D promulgated thereunder.

The foregoing descriptions of the Notes and the Purchase Agreement do not purport to be complete and are qualified in their entirety by reference to the forms of the Note and Purchase Agreement, which are attached hereto as Exhibits 4.1 and 10.1, respectively, and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure.

In connection with the offering of the Notes, the Company made presentations to potential investors. The information presented to such potential investors is attached as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

The information contained in this Item 7.01, including the information incorporated by reference herein from Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

On February 11, 2026, the Company issued a press release regarding the offering of the Notes. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
	4.1 Form of Subordinated Note
	10.1 Form of Subordinated Note Purchase Agreement
	99.1 Investor presentation
	99.2 Press release dated February 11, 2026

Exhibit No.	Description
4.1	Form of Subordinated Note.
10.1	Form of Subordinated Note Purchase Agreement.
99.1	Investor presentation.
99.2	Press release dated February 11, 2026.

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.

FVCBANKCORP, INC.

By: /s/ Jennifer L. Deacon
Jennifer L. Deacon, Senior Executive Vice President and Chief Financial Officer

Dated: February 12, 2026

Form of Senior Unsecured Note

FVCBANKCORP, INC.

6.75% FIXED RATE SENIOR UNSECURED NOTE DUE MARCH 1, 2029

THE INDEBTEDNESS EVIDENCED BY THIS SENIOR UNSECURED NOTE IS NOT A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY OR FUND.

THE INDEBTEDNESS EVIDENCED BY THIS SENIOR UNSECURED NOTE CONSTITUTES A SENIOR UNSECURED GENERAL OBLIGATION OF FVCBANKCORP, INC. (THE "COMPANY"), RANKING EQUALLY WITH OTHER EXISTING AND FUTURE SENIOR UNSECURED INDEBTEDNESS OF THE COMPANY AND RANKING SENIOR IN RIGHT OF PAYMENT TO ANY FUTURE INDEBTEDNESS OF THE COMPANY THAT IS EXPRESSLY MADE SUBORDINATE TO THE SENIOR UNSECURED NOTES BY THE TERMS OF SUCH INDEBTEDNESS. THE SENIOR UNSECURED NOTES SHALL BE EFFECTIVELY SUBORDINATE TO SECURED INDEBTEDNESS OF THE COMPANY TO THE EXTENT OF THE VALUE OF THE ASSETS SECURING SUCH INDEBTEDNESS AND ARE STRUCTURALLY SUBORDINATE TO DEPOSITS AND LIABILITIES OF FVCBANK (THE "BANK"). THIS SENIOR UNSECURED NOTE MAY NOT BE USED AS COLLATERAL FOR ANY EXTENSION OF CREDIT BY THE COMPANY OR ANY OF ITS SUBSIDIARIES.

[THIS SENIOR UNSECURED NOTE IS A GLOBAL SENIOR UNSECURED NOTE WITHIN THE MEANING OF SECTION 5 OF THIS SENIOR UNSECURED NOTE AND IS REGISTERED IN THE NAME OF CEDE & CO. AS NOMINEE OF THE DEPOSITORY TRUST COMPANY ("DTC") OR A NOMINEE OF DTC. THIS SENIOR UNSECURED NOTE IS EXCHANGEABLE FOR SENIOR UNSECURED NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN DTC OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE PAYING AGENCY AGREEMENT, AND NO TRANSFER OF THIS SENIOR UNSECURED NOTE (OTHER THAN A TRANSFER OF THIS SENIOR UNSECURED NOTE AS A WHOLE BY DTC TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES SPECIFIED IN THIS SENIOR UNSECURED NOTE.

UNLESS THIS SENIOR UNSECURED NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SENIOR UNSECURED NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS SENIOR UNSECURED NOTE WILL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS SENIOR UNSECURED NOTE WILL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTION 5 OF THIS SENIOR UNSECURED NOTE.¹

THE HOLDER OF THIS SENIOR UNSECURED NOTE SHALL BE ENTITLED TO BE PAID THE UNPAID PRINCIPAL AMOUNT OF THIS SENIOR UNSECURED NOTE PLUS ACCRUED AND UNPAID INTEREST THEREON FROM THE ASSETS OF THE COMPANY BEFORE PAYMENT OF SUMS OWING TO SUBORDINATED INDEBTEDNESS OF THE COMPANY AND BEFORE ANY PAYMENT OR OTHER DISTRIBUTION, WHETHER IN CASH, PROPERTY OR OTHERWISE, SHALL BE MADE ON ACCOUNT OF ANY SHARES OF CAPITAL STOCK OF THE COMPANY.

THIS SENIOR UNSECURED NOTE WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF \$100,000 AND MULTIPLES OF \$1,000 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF THIS SENIOR UNSECURED NOTE IN A DENOMINATION OF LESS THAN \$100,000 SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER. ANY SUCH PURPORTED TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF THIS SENIOR UNSECURED NOTE FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF PAYMENTS ON THIS SENIOR UNSECURED NOTE, AND SUCH PURPORTED TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN THIS SENIOR UNSECURED NOTE.

THIS SENIOR UNSECURED NOTE MAY BE SOLD ONLY IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THIS SENIOR UNSECURED NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS SENIOR UNSECURED NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS SENIOR UNSECURED NOTE IS ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF A SENIOR UNSECURED NOTE PURCHASE AGREEMENT DATED FEBRUARY 11, 2026 BETWEEN THE COMPANY AND THE PURCHASERS REFERRED TO THEREIN (THE "PURCHASE AGREEMENT"), A COPY OF WHICH IS ON FILE WITH THE COMPANY. THE SENIOR UNSECURED NOTE REPRESENTED BY THIS INSTRUMENT MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE PURCHASE

¹ NTD: To be deleted for the Notes issued to institutional "accredited investors," if any

AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH THE PURCHASE AGREEMENT WILL BE VOID.

CERTAIN ERISA CONSIDERATIONS:

THE HOLDER OF THIS SENIOR UNSECURED NOTE, OR ANY INTEREST HEREIN, BY ITS ACCEPTANCE HEREOF OR THEREOF AGREES, REPRESENTS AND WARRANTS THAT IT IS NOT AN EMPLOYEE BENEFIT PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER PLAN OR ARRANGEMENT SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) (EACH, A “PLAN”), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF ANY PLAN’S INVESTMENT IN THE ENTITY, AND NO PERSON INVESTING “PLAN ASSETS” OF ANY PLAN MAY ACQUIRE OR HOLD THIS SENIOR UNSECURED NOTE OR ANY INTEREST HEREIN, UNLESS SUCH PURCHASER OR HOLDER IS ELIGIBLE FOR THE EXEMPTIVE RELIEF AVAILABLE UNDER U.S. DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION 96-23, 95-60, 91-38, 90-1 OR 84-14 OR ANOTHER APPLICABLE EXEMPTION OR ITS PURCHASE AND HOLDING OF THIS SENIOR UNSECURED NOTE, OR ANY INTEREST HEREIN, ARE NOT PROHIBITED BY SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE WITH RESPECT TO SUCH PURCHASE AND HOLDING. ANY PURCHASER OR HOLDER OF THIS SENIOR UNSECURED NOTE OR ANY INTEREST HEREIN WILL BE DEEMED TO HAVE REPRESENTED BY ITS PURCHASE AND HOLDING THEREOF THAT EITHER: (I) IT IS NOT AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN TO WHICH TITLE I OF ERISA OR SECTION 4975 OF THE CODE IS APPLICABLE, A TRUSTEE OR OTHER PERSON ACTING ON BEHALF OF ANY SUCH EMPLOYEE BENEFIT PLAN OR OTHER PLAN, OR ANY OTHER PERSON OR ENTITY USING THE “PLAN ASSETS” OF ANY SUCH BENEFIT PLAN OR OTHER PLAN TO FINANCE SUCH PURCHASE OR (II) SUCH PURCHASE OR HOLDING WILL NOT RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE FOR WHICH FULL EXEMPTIVE RELIEF IS NOT AVAILABLE UNDER APPLICABLE STATUTORY OR ADMINISTRATIVE EXEMPTION.

ANY FIDUCIARY OF ANY PLAN WHO IS CONSIDERING THE ACQUISITION OF THIS SENIOR UNSECURED NOTE OR ANY INTEREST HEREIN SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL PRIOR TO ACQUIRING THIS SENIOR UNSECURED NOTE OR ANY INTEREST HEREIN.

No. [●]

QIB CUSIP / ISIN: 36120Q AE1 / US36120QAE17
AI CUSIP / ISIN: 36120Q AF8 / US36120QAF81

FVCBANKCORP, INC.

6.75% FIXED RATE SENIOR UNSECURED NOTE DUE MARCH 1, 2029

1. Senior Unsecured Notes. This Senior Unsecured Note is one of an issue of notes of FVCBankcorp, Inc., a Virginia corporation (the “Company”), designated as the “6.75% Fixed Rate Senior Unsecured Notes due March 1, 2029” (the “Senior Unsecured Notes”) issued pursuant to that Senior Unsecured Note Purchase Agreement dated as of the date upon which this Senior Unsecured Note was originally issued (the “Issue Date”) between the Company and such purchaser(s) of the Senior Unsecured Notes identified in the signature page(s) thereto (the “Purchase Agreement”). Terms not otherwise defined herein shall have the meanings set forth pursuant to the Purchase Agreement.

2. Payment. The Company, for value received, promises to pay to [Cede & Co., or its registered assigns, as nominee of The Depository Trust Company (“DTIC”)] [insert name of Accredited Investor], or its registered assigns, the principal sum of [●] Dollars (U.S.) (\$ _____), plus accrued but unpaid interest on March 1, 2029 (the “Maturity Date”), and to pay interest thereon from and including the Issue Date of the Senior Unsecured Notes to but excluding the Maturity Date or the earlier redemption date contemplated by Section 4 (Redemption) of this Senior Unsecured Note, at the rate of 6.75% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months and payable semi-annually in arrears on March 1 and September 1 of each year (each payment date, an “Interest Payment Date”), beginning September 1, 2026.

In the event that any Interest Payment Date falls on a day that is not a Business Day (as defined below), the interest payment due on that date shall become due and payable on the next succeeding Business Day, with the same force and effect as if made on the date for payment of such principal or interest, and no interest will accrue in respect of such payment for the period after such day. The term “Business Day” means any day other than a Saturday or Sunday or any other day on which banking institutions in the Commonwealth of Virginia are generally authorized or required by law or executive order to be closed.

3. Ranking. The Indebtedness of the Company evidenced by this Senior Unsecured Note, including the principal and interest on this Senior Unsecured Note, shall rank *pari passu* with other existing and future senior unsecured Indebtedness of the Company, and rank senior in right of payment to any future Indebtedness of the Company that is expressly made subordinate to the Senior Unsecured Notes by the terms of such Indebtedness, including without limitation the existing and future subordinated Indebtedness of the Company. The Senior Unsecured Notes shall be effectively subordinate to secured Indebtedness of the Company to the extent of the value of the assets securing such Indebtedness and are structurally subordinate to deposits and liabilities of FVCBank (the “Bank”). This Senior Unsecured Note is not secured by any assets of the Company. The term “Indebtedness” means, without duplication, the principal or face amount of (i) all obligations for borrowed money, (ii) all obligations evidenced by debentures, notes or other similar instruments, (iii) all obligations in respect of letters of credit or bankers acceptances or similar instruments (or reimbursement obligations with respect thereto), (iv) all obligations to pay the

deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (v) all obligations as lessee which are capitalized in accordance with generally accepted accounting principles in effect in the United States (“GAAP”), and (vi) all Indebtedness of others guaranteed by the Company or any of its subsidiaries or for which the Company or any of its subsidiaries is legally responsible or liable (whether by agreement to purchase Indebtedness of, or to supply funds or to invest in, others).

In the event of any insolvency, dissolution, assignment for the benefit of creditors or any liquidation or winding up of or relating to the Company, whether voluntary or involuntary, registered holders of the Senior Unsecured Notes from time to time (each a “Noteholder” and, collectively, the “Noteholders”), together with the holders of any obligations of the Company ranking on a parity with the Senior Unsecured Notes, shall be entitled to be paid from the assets of the Company the unpaid principal thereof, and the unpaid interest thereon before the holders of any debt of the Company ranking junior to the Senior Unsecured Notes shall be entitled to be paid and any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any capital stock. Nothing herein shall act to prohibit, limit or impede the Company from issuing additional debt of the Company having the same rank as the Senior Unsecured Notes or which may be junior or senior in rank to the Senior Unsecured Notes.

4. Redemption.

(a) Redemption Prior to March 1, 2028. This Senior Unsecured Note shall not be redeemable by the Company, in whole or in part, prior to March 1, 2028, except in the event of (i) a Tax Event (as defined below) or (ii) an Investment Company Event (as defined below). Upon the occurrence of a Tax Event or an Investment Company Event, subject to Section 3(f), the Company may redeem this Senior Unsecured Note in whole, but not in part, at any time, upon giving not less than ten (10) days’ notice to the Noteholder at an amount equal to 100% of the outstanding principal amount being redeemed plus any accrued but unpaid interest, to but excluding the redemption date. “Tax Event” means the receipt by the Company of an opinion of counsel to the Company that as a result of any amendment to, or change (including any final and adopted (or enacted) prospective change) in, the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, there is a material risk that interest payable by the Company on the Senior Unsecured Note is not, or within 120 days after the receipt of such opinion will not be, deductible by the Company, in whole or in part, for United States federal income tax purposes. “Investment Company Event” means the receipt by the Company of an opinion of counsel to the Company to the effect that there is a material risk that the Company is or, within 120 days after the receipt of such opinion will be, required to register as an investment company pursuant to the Investment Company Act of 1940, as amended.

(b) Redemption on or after March 1, 2028. On or after March 1, 2028, subject to Section 3(f), the Company may, at its option, upon not less than thirty (30) nor more than sixty (60) days’ notice, redeem, in whole or in part, the Senior Unsecured Notes at a redemption price equal to 100% of the outstanding principal amount of the Senior Unsecured Notes being redeemed

plus any accrued but unpaid interest thereon to, but excluding, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date), and in a principal amount with integral multiples of \$1,000. In addition, on or after March 1, 2028, subject to Section 3(f), the Company may redeem all or a portion of the Senior Unsecured Notes at any time, upon the occurrence of a Tax Event or an Investment Company Event and upon giving not less than ten (10) days' notice to the Noteholder, at an amount equal to 100% of the outstanding principal amount being redeemed plus any accrued but unpaid interest, to but excluding the redemption date.

(c) Partial Redemption. If less than the then outstanding principal amount of this Senior Unsecured Note is redeemed, (i) a new Senior Unsecured Note shall be issued representing the unredeemed portion without charge to the Noteholder thereof, and (ii) such redemption shall be effected on a pro rata basis as to the Noteholders, subject to adjustments in the discretion of the Company (which will be provided to the Paying Agent and Registrar in writing) to ensure the unredeemed portion of this Senior Unsecured Note remains in an authorized denomination hereunder. For purposes of clarity, upon a partial redemption, a like percentage of the principal amount of every Senior Unsecured Note held by every Noteholder shall be redeemed; provided, however, that the Company may round the portion to be redeemed of this Senior Unsecured Note up or down so that the unredeemed amount remains an authorized denomination hereunder, without any impact on the pro rata amount to be redeemed from other Noteholders (which will be provided to the Paying Agent in writing). For purposes of clarity, any redemption made pursuant to the terms of this Senior Unsecured Note shall be made on a pro rata basis[, and, partial redemptions will be processed through the Depository Trust Issuer Corporation, in accordance with its rules and procedures, as a Pro Rata Pass-Through Distribution of Principal,]² among all of the Senior Unsecured Notes outstanding at the time thereof.

(d) No Redemption at Option of Noteholder. This Senior Unsecured Note is not subject to redemption at the option of the Noteholder.

(e) Effectiveness of Redemption. If notice of redemption has been duly given and notwithstanding that this Senior Unsecured Note has been called for redemption but has not yet been surrendered for cancellation, on and after the date fixed for redemption interest shall cease to accrue on the portion of this Senior Unsecured Note called for redemption, this Senior Unsecured Note shall no longer be deemed outstanding with respect to the portion called for redemption and all rights with respect to the portion of this Senior Unsecured Note called for redemption shall forthwith on such date fixed for redemption cease and terminate unless the Company shall default in the payment of the redemption price, except only the right of the Noteholder hereof to receive the amount payable on such redemption, without interest.

(f) Regulatory Approvals; Notice. Any such redemption shall be subject to receipt of any and all required federal and state regulatory approvals or non-objections, as applicable,

² NTD: To be deleted for the Notes issued to institutional "accredited investors," if any.

including, but not limited to, the consent of the Federal Reserve to the extent then required by applicable law.

(g) **Purchase and Resale of the Senior Unsecured Notes.** Subject to any required federal and state regulatory approvals and the provisions of this Senior Unsecured Note, the Company shall have the right to purchase any of the Senior Unsecured Notes at any time in the open market, private transactions or otherwise. If the Company purchases any Senior Unsecured Notes, it may, in its discretion, hold, resell or cancel any of the purchased Senior Unsecured Notes.

5. [Global Senior Unsecured Notes.

(a) Provided that applicable depository eligibility requirements are met, upon the written election of any Noteholder that is a Qualified Institutional Buyer, as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), the Company shall use its commercially reasonable efforts to cause the Senior Unsecured Notes owned by such Noteholders to be issued in the form of one or more Global Senior Unsecured Notes (each, a “Global Senior Unsecured Note”) registered in the name of The Depository Trust Company or another organization registered as a clearing agency under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and designated as Depositary by the Company or any successor thereto (the “Depositary”) or a nominee thereof and delivered to such Depositary or a nominee thereof.

(b) Notwithstanding any other provision herein, no Global Senior Unsecured Note may be exchanged in whole or in part for Senior Unsecured Notes registered, and no transfer of a Global Senior Unsecured Note in whole or in part may be registered in the name of any person other than the Depositary for such Global Senior Unsecured Note or a nominee thereof unless (i) such Depositary advises the Company in writing that such Depositary is no longer willing or able to properly discharge its responsibilities as Depositary with respect to such Global Senior Unsecured Note, and no qualified successor is appointed by the Company within ninety (90) days of receipt by the Company of such notice, (ii) such Depositary ceases to be a clearing agency registered under the Exchange Act and no successor is appointed by the Company within ninety (90) days after obtaining knowledge of such event, (iii) the Company elects to terminate the book-entry system through the Depositary or (iv) an Event of Default (as defined in Section 6 (Events of Default; Acceleration) below) shall have occurred and be continuing. Upon the occurrence of any event specified in clause (i), (ii), (iii) or (iv) of this Section 5(b), the Company or its agent shall notify the Depositary and instruct the Depositary to notify all owners of beneficial interests in such Global Senior Unsecured Note of the occurrence of such event and of the availability of Senior Unsecured Notes to such owners of beneficial interests requesting the same.

(c) If any Global Senior Unsecured Note is to be exchanged for other Senior Unsecured Notes or canceled in part, or if another Senior Unsecured Note is to be exchanged in whole or in part for a beneficial interest in any Global Senior Unsecured Note, then either (i) such Global Senior Unsecured Note shall be so surrendered for exchange or cancellation as provided in this Section 5 or (ii) the principal amount thereof shall be reduced or increased by an amount equal to the portion thereof to be so exchanged or canceled, or equal to the principal amount of such other

Senior Unsecured Note to be so exchanged for a beneficial interest therein, as the case may be, by means of an appropriate adjustment made on the records of the Company or, if applicable, the Company's registrar and transfer agent ("Registrar"), whereupon the Company or, if applicable, the Registrar, in accordance with the applicable rules and procedures of the Depositary ("Applicable Depositary Procedures"), shall instruct the Depositary or its authorized representative to make a corresponding adjustment to its records. Upon any such surrender or adjustment of a Global Senior Unsecured Note by the Depositary, accompanied by registration instructions, the Company shall execute and deliver any Senior Unsecured Notes issuable in exchange for such Global Senior Unsecured Note (or any portion thereof) in accordance with the instructions of the Depositary.

(d) Every Senior Unsecured Note executed and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Senior Unsecured Note or any portion thereof shall be executed and delivered in the form of, and shall be, a Global Senior Unsecured Note, unless such Senior Unsecured Note is registered in the name of a person other than the Depositary for such Global Senior Unsecured Note or a nominee thereof.

(e) The Depositary or its nominee, as the registered owner of a Global Senior Unsecured Note, shall be the holder of such Global Senior Unsecured Note for all purposes under this Senior Unsecured Note, and owners of beneficial interests in a Global Senior Unsecured Note shall hold such interests pursuant to Applicable Depositary Procedures. Accordingly, any such owner's beneficial interest in a Global Senior Unsecured Note shall be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Depositary participants. If applicable, the Registrar shall be entitled to deal with the Depositary for all purposes relating to a Global Senior Unsecured Note (including the payment of principal and interest thereon and the giving of instructions or directions by owners of beneficial interests therein and the giving of notices) as the sole holder of the Senior Unsecured Note and shall have no obligations to the owners of beneficial interests therein. The Registrar shall have no liability in respect of any transfers undertaken by the Depositary.

(f) The rights of owners of beneficial interests in a Global Senior Unsecured Note shall be exercised only through the Depositary and shall be limited to those established by law and agreements between such owners and the Depositary and/or its participants.

(g) No holder of any beneficial interest in any Global Senior Unsecured Note held on its behalf by a Depositary shall have any rights with respect to such Global Senior Unsecured Note, and such Depositary may be treated by the Company and any agent of the Company as the owner of such Global Senior Unsecured Note for all purposes whatsoever. Neither the Company nor any agent of the Company will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Senior Unsecured Note or maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Notwithstanding the foregoing, nothing herein shall prevent the Company or any agent of the Company from giving effect to any written certification, proxy or other authorization furnished by a Depositary or impair, as between a Depositary and such holders of beneficial

interests, the operation of customary practices governing the exercise of the rights of the Depositary (or its nominee) as holder of any Senior Unsecured Note.

(h) The Company, within thirty (30) calendar days after the receipt of written notice from the Noteholder or any other holder of the Senior Unsecured Notes of the occurrence of an Event of Default with respect to this Senior Unsecured Note, shall mail to all the Noteholders, at their addresses shown on the Security Register (as defined in Section 14 (Registration of Transfer, Security Register) below), such written notice of Event of Default, unless such Event of Default shall have been cured or waived before the giving of such notice as certified by Company in writing.³

6. Events of Default; Acceleration. Each of the following events shall constitute an “Event of Default:”

(a) the entry of a decree or order for relief in respect of the Company by a court having jurisdiction in the premises in an involuntary case or proceeding under any applicable bankruptcy, insolvency, or reorganization law, now or hereafter in effect of the United States or any political subdivision thereof, and such decree or order will have continued unstayed and in effect for a period of ninety (90) consecutive calendar days;

(b) the commencement by the Company of a voluntary case under any applicable bankruptcy, insolvency or reorganization law, now or hereafter in effect of the United States or any political subdivision thereof, or the consent by the Company to the entry of a decree or order for relief in an involuntary case or proceeding under any such law;

(c) the Company (i) becomes insolvent or is unable to pay its debts as they mature, (ii) makes an assignment for the benefit of creditors, (iii) admits in writing its inability to pay its debts as they mature or (iv) ceases to be a bank holding company under the Bank Holding Company Act of 1956;

(d) the failure of the Company to pay any installment of interest on any of the Senior Unsecured Notes as and when the same will become due and payable, and the continuation of such failure for a period of thirty (30) calendar days;

(e) the failure of the Company to pay all or any part of the principal of any of the Senior Unsecured Notes as and when the same will become due and payable;

(f) the liquidation of the Company through formal proceedings (for the avoidance of doubt, “liquidation” does not include any merger, consolidation, sale of equity or assets or reorganization (exclusive of a reorganization in bankruptcy) of the Company or any of its subsidiaries);

³ NTD: To be deleted if issued to institutional “accredited investors.”

(g) the failure of the Company to perform any other covenant or agreement on the part of the Company contained in the Senior Unsecured Notes or the Purchase Agreement, and the continuation of such failure for a period of thirty (30) days after the date on which notice specifying such failure, stating that such notice is a "Notice of Default" hereunder and demanding that the Company remedy the same, will have been given, in the manner set forth in Section 22 (Notices), to the Company by the Noteholders of at least 25% in aggregate principal amount of the Senior Unsecured Notes at the time outstanding; or

(h) the default by the Company under any bond, debenture, note or other evidence of indebtedness for money borrowed by the Company having an aggregate principal amount outstanding of at least ten million dollars (\$10,000,000), whether such indebtedness now exists or is created or incurred in the future, which default (i) constitutes a failure to pay any portion of the principal of such indebtedness when due and payable after the expiration of any applicable grace period or (ii) results in such indebtedness becoming due or being declared due and payable prior to the date on which it otherwise would have become due and payable without, in the case of clause (i), such indebtedness having been discharged or, in the case of clause (ii), without such indebtedness having been discharged or such acceleration having been rescinded or annulled.

Unless the principal amount of this Senior Unsecured Note already shall have become due and payable, if an Event of Default set forth in Section 6(a) or Section 6(b) above shall have occurred and be continuing, the Noteholder, by notice in writing to the Company, may declare the principal amount of this Senior Unsecured Note to be immediately due and payable, without further notice, demand, declaration or other action on the part of the Noteholder. The Company waives demand, presentment for payment, notice of nonpayment, notice of protest, and all other notices. The Company, within forty-five (45) calendar days after the receipt of written notice from any Noteholder of the occurrence of an Event of Default with respect to this Senior Unsecured Note, shall mail to all Noteholders, at their addresses shown on the Security Register (as defined in Section 14 (Registration of Transfer, Security Register) below), such written notice of Event of Default, unless such Event of Default shall have been cured or waived before the giving of such notice as certified by the Company in writing.

7. Failure to Make Payments. In the event of an Event of Default under Section 6(c), Section 6(d) or Section 6(e) above, the Company will, upon demand of the Noteholder, pay to the Noteholder the amount then due and payable on this Senior Unsecured Note for principal and interest (without acceleration of this Senior Unsecured Note in any manner), with interest on the overdue principal and interest at the per annum rate borne by this Senior Unsecured Note, to the extent permitted by applicable law. If the Company fails to pay such amount upon such demand, the Noteholder may, among other things, institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company and collect the amounts adjudged or decreed to be payable in the manner provided by law out of the property of the Company.

Upon the occurrence of a failure by the Company to make any required payment of principal or interest on this Senior Unsecured Note or an Event of Default, until such Event of Default is cured by the Company or waived by the Noteholders in accordance with Section 18

(Waiver and Consent) hereof, except as may be required by any federal or state bank regulatory agency, the Company shall not: (a) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock; (b) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any indebtedness of the Company that ranks equal with or junior to the Senior Unsecured Notes; or (c) make any payments under any guarantee that ranks equal with or junior to the Senior Unsecured Notes, other than: (i) any dividends or distributions payable solely in shares of, or options, warrants or rights to subscribe for or purchase shares of, any class of the Company's common stock; (ii) any declaration of a non-cash dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; (iii) as a result of a reclassification of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock; (iv) the purchase of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; or (v) purchases of any class of the Company's common stock related to the issuance of common stock or rights under any benefit plans for the Company's directors, officers or employees or any of the Company's dividend reinvestment plans (the foregoing clauses (i) through (v) are collectively referred to as the "Permitted Dividends").

8. Affirmative Covenants of the Company.

(a) Payment of Principal and Interest. The Company covenants and agrees for the benefit of the Noteholder that it will duly and punctually pay the principal of, and interest on, this Senior Unsecured Note, in accordance with the terms hereof.

(b) Maintenance of Office. The Company will maintain an office or agency in the Commonwealth of Virginia, where Senior Unsecured Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Senior Unsecured Notes may be served.

The Company may also from time to time designate one or more other offices or agencies where the Senior Unsecured Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission will in any manner relieve the Company of its obligation to maintain an office or agency in the Commonwealth of Virginia. The Company will give prompt written notice to the Noteholders of any such designation or rescission and of any change in the location of any such other office or agency.

(c) Corporate Existence. The Company will do or cause to be done all things necessary to preserve and keep in full force and effect: (i) the corporate existence of the Company; (ii) the existence (corporate or other) of each subsidiary; and (iii) the rights (constituent governing documents and statutory), licenses and franchises of the Company and each of its subsidiaries; *provided, however*, that the Company will not be required to preserve the existence (corporate or other) of any of its subsidiaries or any such right, license or franchise of the Company or any of

its subsidiaries if the Board of Directors of the Company determines that the preservation thereof is no longer desirable in the conduct of the business of the Company and its subsidiaries taken as a whole and that the loss thereof will not be disadvantageous in any material respect to the Noteholders.

(d) Maintenance of Properties. The Company will, and will cause each subsidiary to, cause all its properties used or useful in the conduct of its business to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section 8(d) will prevent the Company or any subsidiary from discontinuing the operation and maintenance of any of their respective properties if such discontinuance is, in the reasonable judgment of the Board of Directors of the Company or of any subsidiary, as the case may be, desirable in the conduct of its business.

(e) Transfer of Voting Stock. Except as contemplated by Section 9(b) (Merger or Sale of Assets), the Company will not, nor will it permit the Bank to, directly or indirectly, sell, assign, transfer or otherwise dispose of any shares of, securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, Voting Stock (as defined below) of the Bank or any successor thereof or any subsidiary of the Company that is a depository institution and that has consolidated assets equal to 30% or more of the Company's consolidated assets ("Material Subsidiary"), nor will the Company permit the Material Subsidiary to issue any shares of, or securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, Voting Stock of the Material Subsidiary if, in each case, after giving effect to any such transaction and to the issuance of the maximum number of shares of Voting Stock of the Material Subsidiary issuable upon the exercise of all such convertible securities, options, warrants or rights, the Company would cease to own, directly or indirectly, at least 80% of the issued and outstanding Voting Stock of the Material Subsidiary. "Voting Stock" means outstanding shares of capital stock having voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power because of default in dividends or other default.

(f) Waiver of Certain Covenants. The Company may omit in any particular instance to comply with any term, provision or condition set forth in Section 8(b) (Maintenance of Office), Section 8(c) (Corporate Existence), Section 8(d) (Maintenance of Properties), or Section 8(e) (Transfer of Voting Stock) above, with respect to this Senior Unsecured Note if before the time for such compliance the Noteholders of at least a majority in aggregate principal amount of the outstanding Senior Unsecured Notes (excluding Senior Unsecured Notes held by the Company or its affiliates), by act of such Noteholders, either will waive such compliance in such instance or generally will have waived compliance with such term, provision or condition, but no such waiver will extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver will become effective, the obligations of the Company in respect of any such term, provision or condition will remain in full force and effect.

(g) No Liens. The Company will not, nor will the Company permit the Bank or any successor thereof to, create, assume, incur or cause to be created, assumed or incurred or to exist, any mortgage, pledge, encumbrance, charge or lien, as security for indebtedness for borrowed money, upon any shares of capital stock of the Bank or any successor thereof (or securities convertible into, or options, warrants or rights to subscribe for or purchase shares of capital stock), directly or indirectly, without making effective provision whereby the Senior Unsecured Notes shall be equally and ratably secured with any and all such indebtedness if, treating such mortgage, pledge, encumbrance, charge or lien as a transfer of the shares of, or securities convertible into or options, warrants or rights to subscribe for or purchase shares of, capital stock of the Bank or any successor thereof subject thereto to the secured party and after giving effect to the issuance of the maximum number of shares of capital stock of the Bank or any successor thereof issuable upon the exercise of all such convertible securities, options, warrants or rights, the Company would not continue to own at least 80% of the issued and outstanding capital stock of the Bank or any successor thereof.

(h) Financial Statements; Access to Records.

(i) Not later than forty-five (45) days following the end of each semi-annual or quarterly period, as applicable, for which the Company has not submitted Parent Company Only Financial Statements for Small Holding Companies Reporting Form FR Y-9SP to the Federal Reserve, upon request, the Company shall provide the Noteholder with a copy of the Company's unaudited consolidated balance sheet and statement of income (loss) for and as of the end of such immediately preceding fiscal quarter, prepared in accordance with past practice. Quarterly financial statements, if required herein, shall be unaudited and need not comply with GAAP.

(ii) Not later than one-hundred twenty (120) days from the end of each fiscal year, upon request the Company shall provide the Noteholder, to the extent not publicly filed with a government entity, with copies of the Company's audited financial statements consisting of the consolidated balance sheet of the Company as of the fiscal year end and the related statements of income (loss) and retained earnings, stockholders' equity and cash flows for the fiscal year then ended. Such financial statements shall be prepared in accordance with GAAP applied on a consistent basis throughout the period involved.

(iii) In addition to the foregoing Sections 8(h)(i) and (ii), the Company agrees to furnish to such Noteholder, upon request, with such financial and business information of the Company and the Bank as such Noteholder may reasonably request as may be reasonably necessary or advisable to allow such Noteholder to confirm compliance by the Company with this Senior Unsecured Note.

(iv) Notwithstanding anything to the contrary, any financial statements timely filed with the Securities and Exchange Commission through its Electronic Data Gathering, Analysis and Retrieval system, the Federal Reserve or any other regulatory agency that makes such financial statements generally available to the public shall be deemed to have been provided to the Noteholders in satisfaction of this Section 8(h).

(i) Compliance with Laws. The Company shall comply and cause the Bank and each of its other subsidiaries to comply with the requirements of all laws, regulations, orders and decrees applicable to it or its properties, except for such noncompliance that would not reasonably be expected to have a Material Adverse Effect on the Company.

(j) Taxes and Assessments. The Company shall punctually pay and discharge all material taxes, assessments, and other governmental charges or levies imposed upon it or upon its income or upon any of its properties; provided, that no such taxes, assessments or other governmental charges need be paid if they are being contested in good faith by the Company.

(k) Insurance. The Company will, and will cause each of its subsidiaries to, keep adequately insured, by financially sound reputable insurers, all property of a character usually insured by similar corporations and carry such other insurance as is usually carried by similar corporations or financial institutions, as applicable.

9. Negative Covenants of the Company.

(a) Limitation on Dividends. The Company shall not declare or pay any dividend or make any distribution on capital stock or other equity securities of any kind of the Company if the Company is not "well capitalized" for regulatory purposes immediately prior to the declaration of such dividend or distribution, except for Permitted Dividends.

(b) Merger or Sale of Assets. The Company shall not merge into another entity, effect a Change in Bank Control (as defined below) or convey, transfer or lease substantially all of its properties and assets to any person, unless:

(i) the continuing entity into which the Company is merged or the person which acquires by conveyance or transfer or which leases substantially all of the properties and assets of the Company shall be a corporation, association or other legal entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and expressly assumes the due and punctual payment of the principal of and any premium and interest on the Senior Unsecured Notes according to their terms, and the due and punctual performance of all covenants and conditions hereof on the part of the Company to be performed or observed; and

(ii) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing.

"Change in Bank Control" means the sale, transfer, lease or conveyance by the Company, or an issuance of equity securities by the Bank other than to the Company, in either case resulting in ownership by the Company of less than eighty percent (80%) of the Bank.

10. Denominations. The Senior Unsecured Notes are issuable only in registered form without interest coupons in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof.

11. Charges and Transfer Taxes. No service charge will be made for any registration of transfer or exchange of this Senior Unsecured Note, or any redemption or repayment of this Senior Unsecured Note, or any conversion or exchange of this Senior Unsecured Note for other types of securities or property, but the Company may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges that may be imposed in connection with the transfer or exchange of this Senior Unsecured Note from the Noteholder requesting such transfer or exchange.

12. Payment Procedures. Payment of the principal and interest payable on the Maturity Date will be made by check, by wire transfer or by Automated Clearing House (ACH) transfer in immediately available funds to a bank account in the United States designated by the registered Noteholder if such Noteholder shall have previously provided wire instructions to the Company, upon presentation and surrender of this Senior Unsecured Note at the Payment Office (as defined in Section 22 (Notices) below) or at such other place or places as the Company shall designate by notice to the registered Noteholders as the Payment Office, provided that this Senior Unsecured Note is presented to the Company in time for the Company to make such payments in such funds in accordance with its normal procedures. Payments of interest (other than interest payable on the Maturity Date) shall be made on each Interest Payment Date by wire transfer in immediately available funds or check mailed to the registered Noteholder, as such person's address appears on the Security Register (as defined below). Interest payable on any Interest Payment Date shall be payable to the Noteholder in whose name this Senior Unsecured Note is registered at the close of business on the fifteenth (15th) calendar day prior to the applicable Interest Payment Date, without regard to whether such date is a Business Day (such date being referred to herein as the "Regular Record Date"), except that interest not paid on the Interest Payment Date, if any, will be paid to the holder in whose name this Senior Unsecured Note is registered at the close of business on a special record date fixed by the Company (a "Special Record Date"), notice of which shall be given to the Noteholder not less than ten (10) calendar days prior to such Special Record Date. To the extent permitted by applicable law, interest shall accrue, at the rate at which interest accrues on the principal of this Senior Unsecured Note, on any amount of principal or interest on this Senior Unsecured Note not paid when due. All payments on this Senior Unsecured Note shall be applied first against costs and expenses of the Noteholder, if any, for which the Company is liable under this Senior Unsecured Note; then against interest due hereunder; and then against principal due hereunder. The Noteholder acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Senior Unsecured Note and all interest hereon shall be *pari passu* in right of payment and in all other respects to the other Senior Unsecured Notes. In the event that the Noteholder receives payments in excess of its pro rata share of the Company's payments to the Noteholders of all of the Senior Unsecured Notes, then the Noteholder shall hold in trust all such excess payments for the benefit of the other Noteholders and shall pay such amounts held in trust to such other Noteholders upon demand by such Noteholders.

13. Form of Payment. Payments of principal of and interest on this Senior Unsecured Note shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

14. Registration of Transfer, Security Register. Except as otherwise provided herein, this Senior Unsecured Note is transferable in whole or in part, and may be exchanged for a like aggregate principal amount of Senior Unsecured Notes of other authorized denominations, by the Noteholder in person, or by its attorney duly authorized in writing, at the Payment Office or the offices of the Registrar. The Company or its agent (the “Registrar”) shall maintain a register providing for the registration of the Senior Unsecured Notes and any exchange or transfer thereof (the “Security Register”). Upon surrender or presentation of this Senior Unsecured Note for exchange or registration of transfer, the Company or the Registrar shall execute and deliver in exchange therefor a Senior Unsecured Note or Senior Unsecured Notes of like aggregate principal amount, each in a minimum denomination of \$100,000 or any amount in excess thereof which is an integral multiple of \$1,000 (and, in the absence of an opinion of counsel satisfactory to the Company to the contrary, bearing the restrictive legend(s) set forth hereinabove) and that is or are registered in such name or names requested by the Noteholder. Any Senior Unsecured Note presented or surrendered for registration of transfer or for exchange shall be duly endorsed and accompanied by a written instrument of transfer in such form as is attached hereto and incorporated herein, duly executed by the Noteholder or its attorney duly authorized in writing, with such tax identification number or other information for each person in whose name a Senior Unsecured Note is to be issued, and accompanied by evidence of compliance with any restrictive legend(s) appearing on such Senior Unsecured Note or Senior Unsecured Notes as the Company may reasonably request to comply with applicable law. Such transferee will be solely responsible for delivering to the Company or the Registrar a mailing address or other information necessary for the Company or the Registrar to deliver notices and payments to such transferee. No exchange or registration of transfer of this Senior Unsecured Note shall be made on or after (i) the fifteenth (15th) day immediately preceding the Maturity Date or (ii) the due delivery of notice of redemption. This Senior Unsecured Note is subject to the restrictions on transfer set forth in the Purchase Agreement between the Company and the Purchasers identified therein, who were the original holders of the Senior Unsecured Notes, a copy of which is on file with the Company.

15. Successors and Assigns. This Senior Unsecured Note shall be binding upon the Company and inure to the benefit of the Noteholder and its respective successors and permitted assigns. The Noteholder may assign all, or any part of, or any interest in, the Noteholder’s rights and benefits hereunder only to the extent and in the manner permitted by the terms of this Senior Unsecured Note. To the extent of any such assignment, such assignee shall have the same rights and benefits against the Company and shall agree to be bound by and to comply with the terms and conditions of the Purchase Agreement as it would have had if it were the Noteholder hereunder.

16. Priority. The Senior Unsecured Notes rank *pari passu* among themselves and *pari passu*, in the event of any insolvency proceeding, dissolution, assignment for the benefit of creditors, reorganization, restructuring of debt, marshaling of assets and liabilities or similar proceeding or any liquidation or winding up of the Company, with all other present or future unsecured senior debt obligations of the Company, except any unsecured senior debt or secured senior debt, pursuant to its express terms, is senior or subordinate in right of payment to the Senior Unsecured Notes.

17. Ownership. Prior to due presentment of this Senior Unsecured Note for registration of transfer, the Company may treat the Noteholder in whose name this Senior Unsecured Note is registered in the Security Register as the absolute owner of this Senior Unsecured Note for receiving payments of principal and interest on this Senior Unsecured Note and for all other purposes whatsoever, whether or not this Senior Unsecured Note be overdue, and the Company shall not be affected by any notice to the contrary.

18. Waiver and Consent.

(a) This Senior Unsecured Note may be amended or waived pursuant to, and in accordance with, the provisions of Section 7.3 of the Purchase Agreement. Any such consent or waiver given by the Noteholder shall be conclusive and binding upon such Noteholder and upon all subsequent holders of this Senior Unsecured Note and of any Senior Unsecured Note issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Senior Unsecured Note. No delay or omission of the Noteholder to exercise any right or remedy accruing upon any Event of Default shall impair such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Any insured depository institution which shall be a Noteholder or which otherwise shall have any beneficial ownership interest in this Senior Unsecured Note shall, by its acceptance of such Senior Unsecured Note (or beneficial interest therein), be deemed to have waived any right of offset with respect to the repayment of the indebtedness evidenced thereby.

(b) No waiver or amendment of any term, provision, condition, covenant or agreement in the Senior Unsecured Notes shall be effective except with the consent of the Noteholders holding no less than fifty percent (50%) in aggregate principal amount (excluding any Senior Unsecured Notes held by the Company or any of its Affiliates) of the Senior Unsecured Notes at the time outstanding; *provided, however*, that without the consent of each Noteholder of an affected Senior Unsecured Note, no such amendment or waiver may: (i) reduce the principal amount of any Senior Unsecured Note; (ii) reduce the rate of or change the time for payment of interest on any Senior Unsecured Note; (iii) extend the maturity of any Senior Unsecured Note; (iv) change the currency in which payment of the obligations of the Company under the Senior Unsecured Notes are to be made; (v) lower the percentage of aggregate principal amount of outstanding Senior Unsecured Notes required to approve any amendment of the Senior Unsecured Notes; (vi) make any changes to Section 4(c) (Partial Redemption), Section 6 (Events of Default; Acceleration), Section 7 (Failure to Make Payments), Section 16 (Priority), or Section 18 (Waiver and Consent) of the Senior Unsecured Notes that adversely affects the rights of any Noteholder; or (vii) disproportionately and adversely affect the rights of any of the holders of the then outstanding Senior Unsecured Notes. Notwithstanding the foregoing, the Company may amend or supplement the Senior Unsecured Notes without the consent of the Noteholders to cure any ambiguity, defect or inconsistency or to provide for uncertificated Senior Unsecured Notes in addition to or in place of certificated Senior Unsecured Notes, or to make any change that does not adversely affect the rights of any Noteholder of any of the Senior Unsecured Notes. No failure to exercise or delay in exercising, by any Noteholder of the Senior Unsecured Notes, of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the

exercise of any other right or remedy provided by law, except as restricted hereby. The rights and remedies provided in this Senior Unsecured Note are cumulative and not exclusive of any right or remedy provided by law or equity. No notice or demand on the Company in any case shall, in itself, entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Noteholders to any other or further action in any circumstances without notice or demand. No consent or waiver, expressed or implied, by the Noteholders to or of any breach or default by the Company in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Company hereunder. Failure on the part of the Noteholders to complain of any acts or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Noteholders of their rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Company.

19. Absolute and Unconditional Obligation of the Company. No provisions of this Senior Unsecured Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal and interest on this Senior Unsecured Note at the times, places and rate, and in the coin or currency, herein prescribed.

(a) No delay or omission of the Noteholder to exercise any right or remedy accruing upon any Event of Default shall impair such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein.

(b) Any insured depository institution which shall be a Noteholder or which otherwise shall have any beneficial ownership interest in this Senior Unsecured Note shall, by its acceptance of such Senior Unsecured Note (or beneficial interest therein), be deemed to have waived any right of offset with respect to the indebtedness evidenced thereby.

20. No Sinking Fund; Convertibility. This Senior Unsecured Note is not entitled to the benefit of any sinking fund. This Senior Unsecured Note is not convertible into or exchangeable for any of the equity securities, other securities or assets of the Company or any subsidiary of the Company.

21. No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement contained in this Senior Unsecured Note, or for any claim based thereon or otherwise in respect thereof, will be had against any past, present or future shareholder, employee, officer, or director, as such, of the Company or of any predecessor or successor, either directly or through the Company or any predecessor or successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Senior Unsecured Note by the Noteholder and as part of the consideration for the issuance of this Senior Unsecured Note.

22. Notices. All notices to the Company under this Senior Unsecured Note shall be in writing and addressed to the Company at FVCBankcorp, Inc., 11325 Random Hills Road, Suite

240, Fairfax, Virginia 22030, Attention: David W. Pijor, or to such other address as the Company may notify to the Noteholder (the “Payment Office”). All notices to the Noteholders shall be in writing and sent by first-class mail, by overnight courier or email to each Noteholder at such Noteholder’s address as set forth in the Security Register, or as otherwise provided in the Purchase Agreement. Any notice given in accordance with the foregoing shall be deemed given three (3) Business Days after it shall have been deposited in the United States mails or, if sent by overnight commercial courier, the Business Day following the date of delivery to such courier, provided next Business Day delivery was requested, or if emailed, upon confirmation of receipt.

23. Further Issues. The Company may, from time to time and without notice or consent of the Noteholders, create and issue additional notes having the same terms and conditions of the Senior Unsecured Notes (except for the Issue Date and issue price) and such further notes shall be consolidated with and form a single series with the Senior Unsecured Notes.

24. Governing Law; Interpretation. THIS SENIOR UNSECURED NOTE WILL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK AND WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Senior Unsecured Note to be duly executed and attested by its duly authorized representatives.

COMPANY:

FVCBANKCORP, INC.

Name: David W. Pijor
Title: Chairman and Chief Executive Officer

ATTEST:

Name: Jennifer L. Deacon
Title: Senior Executive Vice President
and Chief Financial Officer

ASSIGNMENT FORM

To assign this Senior Unsecured Note, fill in the form below: (I) or (we) assign and transfer this Senior Unsecured Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's social security or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this Senior Unsecured Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your signature: _____

(Sign exactly as your name appears on the face of this Senior Unsecured Note)

Tax Identification No: _____

Signature Guarantee: _____

(Signatures must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

The undersigned certifies that it [is / is not] an Affiliate of the Company and that, to its knowledge, the proposed transferee [is / is not] an Affiliate of the Company.

In connection with any transfer or exchange of this Senior Unsecured Note occurring prior to the date that is one year after the later of the date of original issuance of this Senior Unsecured Note and the last date, if any, on which this Senior Unsecured Note was owned by the Company or any Affiliate of the Company, the undersigned confirms that this Senior Unsecured Note is being:

CHECK ONE BOX BELOW:

- ☐ (1) acquired for the undersigned's own account, without transfer;
- ☐ (2) transferred to the Company;
- ☐ (3) transferred in accordance and in compliance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act");

- ☐ (4) transferred under an effective registration statement under the Securities Act;
- ☐ (5) transferred in accordance with and in compliance with Regulation S under the Securities Act;
- ☐ (6) transferred to an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3), (7) or (9) under the Securities Act);
- ☐ (7) transferred to an “accredited investor” (as defined in Rule 501(a)(4) under the Securities Act), not referred to in item (6) that has been provided with the information designated under Section 4(d) of the Securities Act and that has furnished a signed letter containing certain representations and agreements; or
- ☐ (8) transferred in accordance with another available exemption from the registration requirements of the Securities Act.

Unless one of the boxes is checked, the Company will refuse to register this Senior Unsecured Note in the name of any person other than the registered holder thereof; provided, however, that if box (5), (6), (7) or (8) is checked, the Company may require, prior to registering any such transfer of this Senior Unsecured Note, in its sole discretion, such legal opinions, certifications and other information as the Company may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act such as the exemption provided by Rule 144 under such Act.

Signature:

Signature Guarantee:

(Signatures must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15).

TO BE COMPLETED BY PURCHASER IF BOX (1) OR (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Senior Unsecured Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is

aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Signature:

SENIOR UNSECURED NOTE PURCHASE AGREEMENT

This SENIOR UNSECURED NOTE PURCHASE AGREEMENT (this “Agreement”) is dated as of February 11, 2026, and is made by and among FVCBankcorp, Inc., a Virginia corporation (the “Company”), and each of the several purchasers of the Senior Unsecured Notes (as defined herein) identified on the signature pages hereto (each a “Purchaser” and collectively, the “Purchasers”).

RECITALS

WHEREAS, the Company has requested that the Purchasers purchase from the Company up to \$25,000,000 in aggregate principal amount of Senior Unsecured Notes;

WHEREAS, the Company has engaged Piper Sandler & Co. as its exclusive placement agent (“Placement Agent”) for the offering of the Senior Unsecured Notes;

WHEREAS, each of the Purchasers is an institutional “accredited investor” as such term is defined in Rule 501(a)(1), (2), (3), (7) or (9) of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (and the rules and regulations of the SEC (as defined herein) promulgated thereunder, the “Securities Act”) or a QIB (as defined herein);

WHEREAS, the offer and sale of the Senior Unsecured Notes by the Company is being made in reliance upon the exemptions from registration available under Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated under the Securities Act; and

WHEREAS, each Purchaser is willing to purchase from the Company a Senior Unsecured Note in the principal amount set forth on such Purchaser’s respective signature page hereto (the “Senior Unsecured Note Amount”) in accordance with the terms, subject to the conditions and in reliance on the recitals, representations, warranties, covenants and agreements set forth herein and in the Senior Unsecured Notes.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained 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:

AGREEMENT

1. DEFINITIONS.

1.1 Defined Terms. The following capitalized terms used in this Agreement and in the Senior Unsecured Notes have the meanings defined or referenced below. Certain other capitalized terms used only in specific sections of this Agreement may be defined in such sections.

“Affiliate(s)” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly

or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” has the meaning set forth in the preamble hereto.

“Applicable Procedures” means, with respect to any transfer or exchange of or for beneficial interests in any Senior Unsecured Note represented by a global certificate, the rules and procedures of DTC that apply to such transfer or exchange.

“Articles of Incorporation” has the meaning set forth in Section 3.2.1.2(a).

“Bank” means FVCbank, a Virginia-state chartered commercial bank and a wholly owned subsidiary of the Company.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the Commonwealth of Virginia are permitted or required by any applicable law, regulation or executive order to close.

“Bylaws” has the meaning set forth in Section 3.2.1.2(c).

“Closing” has the meaning set forth in Section 2.5.

“Closing Date” means February 11, 2026, or at such other place or time or on such other date as the parties hereto may agree.

“Common Stock” has the meaning set forth in Section 4.1.2.

“Company” has the meaning set forth in the preamble hereto and shall include any successors to the Company.

“Company Covered Person” has the meaning set forth in Section 4.2.4.

“Company’s Reports” means (i) the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, including the audited financial statements of the Company contained therein; (ii) the Company’s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2025, June 30, 2025, and September 30, 2025, as filed with the SEC, including the unaudited financial statements of the Company contained therein; (iii) the Company’s Current Reports on Form 8-K, as filed with the SEC on June 2, 2025, July 17, 2025, and October 21, 2025 (Item 8.01 only); (iv) the Company’s public reports for the year ended December 31, 2024, and the periods ended March 31, 2025, June 30, 2025, and September 30, 2025, as filed with the FRB as required by the regulations of the FRB; and (v) the Bank’s public reports for the years ended December 31, 2023, and December 31, 2024, and the periods ended March 31, 2025, June 30, 2025, September 30, 2025, and December 31, 2025, as filed with the FDIC as required by the regulations of the FDIC.

“Data Room” means the virtual data room established by the Company and available to the Purchasers in connection with the transactions contemplated by this Agreement.

“Designated NRSRO” means a “nationally recognized statistical rating organization” (NRSRO) within the meaning of Section 3(a)(62) of the Exchange Act, that is designated as a “Credit Rating Provider” (or other similar designation) by the National Association of Insurance Commissioners (NAIC).

“Disbursement” has the meaning set forth in Section 3.1.

“Disqualification Event” has the meaning set forth in Section 4.2.4.

“DTC” means The Depository Trust Company.

“Equity Interest” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person which is not a corporation, and any and all warrants, options or other rights to purchase any of the foregoing.

“Event of Default” has the meaning set forth in the Senior Unsecured Notes.

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

“FDIC” means the Federal Deposit Insurance Corporation.

“FRB” means the Board of Governors of the Federal Reserve System.

“GAAP” means generally accepted accounting principles in effect from time to time in the United States of America.

“Global Note” has the meaning set forth in Section 3.1.

“Governmental Agency(ies)” means, individually or collectively, any federal, state, county or local governmental department, commission, board, regulatory authority or agency (including, without limitation, each applicable Regulatory Agency) with jurisdiction over the Company or a Subsidiary of the Company.

“Governmental Licenses” has the meaning set forth in Section 4.3.

“Hazardous Materials” means flammable explosives, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances that are “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” under the Hazardous Materials Laws and/or other applicable environmental laws, ordinances or regulations.

“Hazardous Materials Laws” mean any laws, regulations, permits, licenses or requirements pertaining to the protection, preservation, conservation or regulation of the environment that relates to real property, including: the Clean Air Act, as amended, 42 U.S.C.

Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

“Indebtedness” means: (i) all items arising from the borrowing of money that, according to GAAP as in effect from time to time, would be included in determining total liabilities as shown on the consolidated balance sheet of the Company; and (ii) all obligations secured by any lien on property owned by the Company or any Subsidiary whether or not such obligations shall have been assumed; provided, however, Indebtedness shall not include deposits or other indebtedness created, incurred or maintained in the ordinary course of the Company’s or the Bank’s business (including, without limitation, federal funds purchased, advances from any Federal Home Loan Bank, secured deposits of municipalities, letters of credit issued by the Company or the Bank and repurchase arrangements) and consistent with customary banking practices and applicable laws and regulations.

“Leases” means all leases, licenses or other documents providing for the use or occupancy of any portion of any Property, including all amendments, extensions, renewals, supplements, modifications, sublets and assignments thereof and all separate letters or separate agreements relating thereto.

“Material Adverse Effect” means, with respect to any Person, any change or effect that (i) is or would be reasonably likely to be material and adverse to the financial condition, results of operations or business of such Person and its Subsidiaries taken as a whole, or (ii) would materially impair the ability of such Person to perform its respective obligations under any of the Transaction Documents, or otherwise materially impede the consummation of the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not be deemed to include the impact of (1) changes in banking and similar laws, rules or regulations of general applicability or interpretations thereof by Governmental Agencies, (2) changes in GAAP or regulatory accounting requirements applicable to financial institutions and their holding companies generally, (3) changes after the date of this Agreement in general economic or capital market conditions affecting financial institutions or their market prices generally, including due to a federal government shutdown and/or the imposition of tariffs and retaliatory responses, and not specifically related to the Company, the Bank or the Purchasers, (4) direct effects of compliance with this Agreement on the operating performance of the Company, the Bank or the Purchasers, including expenses incurred by the Company, the Bank or the Purchasers in consummating the transactions contemplated by this Agreement, (5) the effects of any action or omission taken by the Company with the prior written consent of the Purchasers, and vice versa, or as otherwise contemplated by this Agreement and the Senior Unsecured Notes, (6) the effects of any natural

disasters or other force majeure events or any epidemic, pandemic or disease outbreak, or (7) changes in global, national, or regional political conditions, including the outbreak or escalation of war or acts of terrorism, which in the event of (1), (2), (3), (6) and (7) do not disproportionately affect the operations of business of the Company or the Bank, taken as a whole, in comparison to other banking institutions with similar operations.

“Maturity Date” means March 1, 2029.

“Noteholder” has the meaning set forth in the Senior Unsecured Note.

“Paying Agent” means UMB Bank, National Association, as paying agent and registrar under the Paying Agent Agreement, or any successor in accordance with the applicable provisions of the Paying Agent Agreement.

“Paying Agent Agreement” means the Paying Agency and Registrar Agreement, dated as of February 11, 2026, between the Company and UMB Bank, National Association, as paying agent and registrar.

“Person” means any individual, corporation, partnership, association, limited liability company, other company, statutory trust, business trust, joint venture, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or any other entity or organization.

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

“Preferred Stock” has the meaning set forth in Section 4.1.2.

“Presentation” means the Company’s presentation captioned “FVCBankcorp, Inc. Senior Notes Investor Presentation,” dated as of January 2026, as may be amended from time to time, related to the offering of the Senior Unsecured Notes and made available to Purchasers.

“Property” means any real property owned or leased by the Company or any Subsidiary of the Company.

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

“QIB” means a “qualified institutional buyer” as defined in Rule 144A of the Securities Act.

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

“Regulatory Agency” means any federal or state agency charged with the supervision or regulation of depository institutions or holding companies of depository institutions, or engaged in the insurance of depository institution deposits, or any court, administrative agency or commission or other authority, body or agency having supervisory or regulatory authority with respect to the Company, the Bank or any of their Subsidiaries.

“Sarbanes-Oxley Act” means the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

“SEC” means the Securities and Exchange Commission.

“Secondary Market Transaction” has the meaning set forth in Section 5.5.

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

“Senior Unsecured Note” means each 6.75% Fixed Rate Senior Unsecured Note due March 1, 2029, which was issued on February 11, 2026 (or collectively, the “Senior Unsecured Notes”), in the form attached as Exhibit A to this Agreement, as amended, restated, supplemented or modified from time to time, and each Senior Unsecured Note delivered in substitution or exchange for such Senior Unsecured Note.

“Senior Unsecured Note Amount” has the meaning set forth in the Recitals.

“Settlement Agent” means UMB Bank, National Association, as settlement agent under the Settlement Agent Agreement, or any successor in accordance with the applicable provisions of the Settlement Agent Agreement.

“Settlement Agent Agreement” means the Settlement Agent Services Agreement, dated as of February 11, 2026, between the Company and UMB Bank, National Association, as settlement agent.

“Subsidiary” means, with respect to any Person, any corporation or entity in which a majority of the outstanding Equity Interest is directly or indirectly owned by such Person.

“Transaction Documents” has the meaning set forth in Section 3.2.1.1.

1.2 Interpretations. The foregoing definitions are equally applicable to both the singular and plural forms of the terms defined. The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “including” when used in this Agreement without the phrase “without limitation,” shall mean “including, without limitation.” All references to time of day herein are references to Eastern Time unless otherwise specifically provided. All references to this Agreement, the Senior Unsecured Notes, the Paying Agent Agreement and the Settlement Agent Agreement shall be deemed to be to such documents as amended, modified or restated from time to time. With respect to any reference in this Agreement to any defined term, (i) if such defined term refers to a Person, then it shall also mean all heirs, legal representatives and permitted successors and assigns of such Person, and (ii) if such defined term refers to a document, instrument or agreement, then it shall also include any amendment, replacement, extension or other modification thereof.

1.3 Exhibits Incorporated. All Exhibits attached hereto are hereby incorporated into this Agreement.

2. SENIOR UNSECURED DEBT.

2.1 Certain Terms. Subject to the terms and conditions herein contained, the Company proposes to issue and sell to the Purchasers, severally and not jointly, Senior Unsecured Notes, in an aggregate principal amount equal to the aggregate of the Senior Unsecured Note Amounts. The Purchasers, severally and not jointly, each agree to purchase the Senior Unsecured Notes from the Company on the Closing Date in accordance with the terms of, and subject to the conditions and provisions set forth in, this Agreement, the Senior Unsecured Notes and the Settlement Agent Agreement at a price equal to 100% of the principal amount thereof. The Senior Unsecured Note Amounts shall be disbursed in accordance with Section 3.1. The Senior Unsecured Notes shall bear interest per annum as set forth in the Senior Unsecured Notes. The unpaid principal balance of the Senior Unsecured Notes plus all accrued but unpaid interest thereon shall be due and payable on the Maturity Date, or such earlier date on which such amount shall become due and payable on account of (i) acceleration by the Purchasers in accordance with the terms of the Senior Unsecured Notes and this Agreement or (ii) the Company's delivery of a notice of redemption or repayment in accordance with the terms of the Senior Unsecured Notes. In the event of an irreconcilable conflict between this Agreement and the Senior Unsecured Notes with respect to the terms of the Senior Unsecured Notes, the Senior Unsecured Notes will govern.

2.2 Subordination. The Senior Unsecured Notes shall be subordinated in accordance with the subordination provisions set forth therein.

2.3 Maturity Date. On the Maturity Date, all sums due and owing under this Agreement and the Senior Unsecured Notes shall be repaid in full. The Company acknowledges and agrees that the Purchasers have not made any commitments, either express or implied, to extend the terms of the Senior Unsecured Notes past their Maturity Date, and shall not extend such terms beyond the Maturity Date unless the Company and the Purchasers hereafter specifically otherwise agree in writing.

2.4 Unsecured Obligations. The obligations of the Company to the Purchasers under the Senior Unsecured Notes shall be unsecured.

2.5 The Closing. The closing of the sale and purchase of the Senior Unsecured Notes (the "Closing") shall occur remotely via electronic or other exchange of documents and signature pages, on the Closing Date or at such other place or time or on such other date as the parties hereto may agree; provided, however, that all Senior Unsecured Notes need not be issued at the same time and, unless otherwise provided, the offer and sale of the Senior Unsecured Notes may be reopened, without notice to or the consent of the Noteholders (as defined under the Senior Unsecured Notes), for issuances of additional Senior Unsecured Notes with the same terms and conditions of and ranking *pari passu* with the Senior Unsecured Notes issued hereunder.

2.6 Payments. The Company agrees that matters concerning payments and application of payments shall be as set forth in this Agreement and in the Senior Unsecured Notes.

2.7 No Right of Offset. Each Purchaser hereby expressly waives any right of offset it may have against the Company or any of its Subsidiaries.

2.8 Use of Proceeds. The Company shall use the net proceeds from the sale of Senior Unsecured Notes for general corporate purposes including supporting capital ratios at the Bank.

3. DISBURSEMENT.

3.1 Disbursement. On the Closing Date, assuming all of the terms and conditions set forth in Section 3.2 have been satisfied or waived by the Company or the Purchasers, as applicable, and the Company has executed and delivered to each of the Purchasers this Agreement and such Purchaser's Senior Unsecured Note and any other related documents in form and substance reasonably satisfactory to the Purchasers, each Purchaser shall disburse to the Company in immediately available funds the Senior Unsecured Note Amount set forth on each Purchaser's respective signature page hereto in exchange for (i) in the case of any Purchaser that qualifies as a QIB, an electronic securities entitlement through the facilities of DTC in accordance with the Applicable Procedures with a principal amount equal to such Senior Unsecured Note Amount, or (ii) in the case of any Purchaser that does not qualify as a QIB, a Senior Unsecured Note with a principal amount equal to the Senior Unsecured Note Amount ((i) and (ii), collectively, the "Disbursement"). The Company will deliver (A) to the Settlement Agent a global certificate representing the Senior Unsecured Notes (or applicable portion thereof) issued to Purchasers who are QIBs (the "Global Note") registered in the name of Cede & Co., as nominee for DTC, (B) to each applicable Purchaser of Senior Unsecured Notes not represented by the Global Note, such Purchaser's Senior Unsecured Note in definitive form (or evidence of the same electronically with the original to be delivered by the Company by overnight delivery on the next Business Day in accordance with the delivery instructions of the Purchaser), and (C) to the Paying Agent, a list of Purchasers receiving the Senior Unsecured Notes in the Disbursement under clause (B) above.

3.2 Conditions Precedent to Disbursement.

3.2.1 Conditions to the Purchasers' Obligation. The obligation of each Purchaser to consummate the purchase of the Senior Unsecured Notes to be purchased by such Purchaser at Closing and to effect the Disbursement is subject to delivery by or at the direction of the Company to such Purchaser (or, with respect to the Settlement Agent Agreement, the Settlement Agent, and with respect to the Paying Agent Agreement, the Paying Agent, and with respect to the opinions of counsel, the Placement Agent) of each of the following (or written waiver of such delivery by such Purchaser prior to the Closing):

3.2.1.1 Transaction Documents. This Agreement, the Paying Agent Agreement, the Settlement Agent Agreement and the Global Note or such Purchaser's Senior Unsecured Note, as applicable (collectively, the "Transaction Documents"), each duly authorized and executed by the Company.

3.2.1.2 Authority Documents.

(a) A copy, certified by the Secretary or Assistant Secretary of the Company, of the Articles of Incorporation of the Company (the "Articles of Incorporation");

(b) A certificate of good standing of the Company issued by the Virginia State Corporation Commission (the “SCC”) and a certificate of good standing of the Bank issued by the SCC, in each case, dated as of a recent date;

(c) A copy, certified by the Secretary or Assistant Secretary of the Company, of the bylaws of the Company (the “Bylaws”);

(d) A copy, certified by the Secretary or Assistant Secretary of the Company, of the resolutions of the board of directors of the Company, and any committee thereof, authorizing the issuance of the Senior Unsecured Notes and the execution, delivery and performance of the Transaction Documents;

(e) An incumbency certificate of the Secretary or Assistant Secretary of the Company certifying the names of the officer or officers of the Company authorized to sign the Transaction Documents and the other documents provided for in this Agreement; and

(f) The opinion of Williams Mullen, counsel to the Company, dated as of the Closing Date, substantially in the form set forth at Exhibit B hereto, addressed to the Purchasers and the Placement Agent.

3.2.1.3 Other Documents. Such other certificates, affidavits, schedules, resolutions, notes and/or other documents that are provided for hereunder or as a Purchaser may reasonably request.

3.2.1.4 Aggregate Investments. Prior to, or contemporaneously with the Closing, each Purchaser shall have actually subscribed for the Senior Unsecured Note Amount set forth on such Purchaser’s signature page to this Agreement.

3.2.2 Conditions to the Company’s Obligation. With respect to a given Purchaser, the obligation of the Company to consummate the sale of the Senior Unsecured Notes and to effect the Closing and Disbursement is subject to delivery by or at the direction of such Purchaser to the Company of this Agreement, duly authorized and executed by such Purchaser, and the Company’s receipt of the Senior Unsecured Note Amount set forth on such Purchaser’s signature page to this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to each Purchaser as follows:

4.1 Organization and Authority.

4.1.1 Organization Matters of the Company and Its Subsidiaries.

4.1.1.1 The Company is a duly incorporated corporation, is validly existing and in good standing under the laws of the Commonwealth of Virginia and has all requisite corporate power and authority to conduct its business and activities as presently conducted, to own its properties, and to perform its obligations under the Transaction Documents. The Company is

duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect on the Company. The Company is duly registered as a bank holding company under the Bank Holding Company Act of 1956, as amended.

4.1.1.2 The Bank has been duly chartered and is validly existing as a Virginia-chartered bank in good standing under the laws of the Commonwealth of Virginia, has the corporate power and authority to own, lease and operate its properties and to conduct its business, and is duly qualified as a foreign entity to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect on the Company. All of the issued and outstanding shares of capital stock or other Equity Interests of each Subsidiary of the Company, have been duly authorized and validly issued, are fully paid and non-assessable (to the extent such concepts apply to entities other than corporations) and are owned by the Company, directly or through Subsidiaries of the Company, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim except as disclosed in the Company's Reports; none of the outstanding shares of capital stock of, or other Equity Interests in any Subsidiary of the Company were issued in violation of the preemptive or similar rights of any security holder of such Subsidiary. The Bank is the only Subsidiary of the Company.

4.1.1.3 The deposit accounts of the Bank are insured by the FDIC up to applicable limits. The Bank has not received any written notice or other information indicating that the Bank is not an "insured depository institution" as defined in 12 U.S.C. Section 1813, nor has any event occurred that would reasonably be expected to materially and adversely affect the status of the Bank as an FDIC-insured institution.

4.1.2 Capital Stock and Related Matters. The Articles of Incorporation authorize the Company to issue (i) 20,000,000 shares of common stock, par value \$0.01 per share (the "Common Stock"), and (ii) 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock"). As of February 11, 2026, there are 17,917,504 shares of the Company's Common Stock issued and outstanding, and no shares of the Company's Preferred Stock issued and outstanding. All of the outstanding capital stock of the Company has been duly authorized and validly issued and is fully paid and non-assessable. Other than pursuant to the Company's equity incentive plans duly adopted by the Company's board of directors, there are, as of the date hereof, no outstanding options, rights, warrants or other agreements or instruments obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of the Company or obligating the Company to grant, extend or enter into any such agreement or commitment to any Person other than the Company.

4.2 No Impediment to Transactions.

4.2.1 Transaction is Legal and Authorized. The issuance of the Senior Unsecured Notes, the borrowing of the aggregate of the Senior Unsecured Note Amount, the execution and

delivery of the Transaction Documents and compliance by the Company with all the provisions of the Transaction Documents are within the corporate and other powers of the Company.

4.2.2 Agreements. Each of this Agreement, the Settlement Agent Agreement and the Paying Agent Agreement has been duly authorized, executed and delivered by the Company, and, assuming due authorization, execution and delivery by the other parties hereto and thereto, constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

4.2.3 Senior Unsecured Notes. The Senior Unsecured Notes have been duly authorized by the Company and when the Global Notes representing such Senior Unsecured Notes are executed by the Company and authenticated, issued and delivered to and paid for by the Purchasers in accordance with the terms of this Agreement, will have been duly executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

4.2.4 Exemption from Registration; No Disqualification Event. Neither the Company, nor any of its Subsidiaries or Affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Senior Unsecured Notes. Assuming the accuracy of the representations and warranties of each Purchaser set forth in this Agreement, the Senior Unsecured Notes will be issued in a transaction exempt from the registration requirements of the Securities Act. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of Regulation D (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Person described in Rule 506(d)(1) of Regulation D (each, a "Company Covered Person"). To the Company's knowledge, no Company Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D.

4.2.5 No Defaults or Restrictions. Neither the execution and delivery of the Transaction Documents by the Company nor compliance by the Company with their respective terms and conditions will (whether with or without the giving of notice or lapse of time or both) (i) violate, conflict with, result in a breach of, or constitute a default under: (1) the Articles of Incorporation or Bylaws; (2) any of the terms, obligations, covenants, conditions or provisions of any corporate restriction or of any contract, agreement, indenture, note, mortgage, deed of trust, pledge, bank loan or credit agreement, or any other agreement or instrument to which the Company or the Bank, as applicable, is now a party or by which it or any of its properties may be bound or affected; (3) any judgment, order, writ, injunction, decree or demand of any court, arbitrator, grand jury, or Governmental Agency applicable to the Company or the Bank; or (4) any statute, rule or regulation applicable to the Company or the Bank, except, (A) in the case of items (2), (3) or (4), for such violations, conflicts, breaches, and defaults that would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect on the Company, or (B) in the case of

item (2), have otherwise been consented to or waived; or (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or asset of the Company. Neither the Company nor the Bank is in default in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions contained in any indenture, note or other agreement or instrument creating, evidencing or securing Indebtedness of any kind or pursuant to which any such Indebtedness is issued, or any other agreement or instrument to which the Company or the Bank, as applicable, is a party or by which the Company or the Bank, as applicable, or any of its properties may be bound or affected, except, in each case, only such defaults that would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect on the Company.

4.2.6 Governmental Consent. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained by the Company that have not been obtained, and no registrations or declarations are required to be filed by the Company that have not been filed in connection with, or, in contemplation of, the execution and delivery of, and performance under, the Transaction Documents, except for applicable requirements, if any, of the Securities Act, the Exchange Act or state securities laws or “blue sky” laws of the various states and any applicable federal or state banking laws and regulations.

4.3 Possession of Licenses and Permits. The Company and its Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “Governmental Licenses”) issued by the appropriate Governmental Agencies necessary to conduct the business now operated by them except where the failure to possess such Governmental Licenses would not, singularly or in the aggregate, have a Material Adverse Effect on the Company or such applicable Subsidiary of the Company. Each of the Company, the Bank and each other Subsidiary is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure to so comply would not, individually or in the aggregate, have a Material Adverse Effect on the Company or such applicable Subsidiary of the Company. All of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singularly or in the aggregate, have a Material Adverse Effect on the Company or such applicable Subsidiary of the Company. Neither the Company, the Bank nor any other Subsidiary has received any written notice of proceedings relating to the revocation or modification of any such Governmental Licenses.

4.4 Financial Condition.

4.4.1 Company Financial Statements. The financial statements of the Company included in the Company’s Reports (including the related notes, where applicable), which have been made available to the Purchasers (i) have been prepared from, and are in accordance with, the books and records of the Company; (ii) fairly present in all material respects the results of operations, cash flows, changes in stockholders’ equity and financial position of the Company and its consolidated Subsidiaries, for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to recurring year-end audit adjustments normal in nature and amount), as applicable; (iii) complied as to form, as of their respective dates of filing in all material respects with applicable accounting and banking requirements as

applicable, with respect thereto; and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, (x) as indicated in such statements or in the notes thereto, (y) for any statement therein or omission therefrom that was corrected, amended, or supplemented or otherwise disclosed or updated in a subsequent Company's Report, and (z) to the extent that any unaudited interim financial statements do not contain the footnotes required by GAAP, and were or are subject to normal and recurring year-end adjustments, which were not or are not expected to be material in amount, either individually or in the aggregate. The books and records of the Company have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements. The Company does not have any material liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of the Company contained in the Company's Reports for the Company's most recently completed quarterly or annual fiscal period, as applicable, and for liabilities incurred in the ordinary course of business consistent with past practice or in connection with this Agreement and the transactions contemplated hereby.

4.4.2 Absence of Default. Since December 31, 2024, no event has occurred that either of itself or with the lapse of time or the giving of notice or both, would give any creditor of the Company or the Bank the right to accelerate the maturity of any material Indebtedness of the Company or the Bank. The Company is not in default under any Lease, agreement or instrument, or any law, rule, regulation, order, writ, injunction, decree, determination or award, except for such defaults that would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect on the Company or the Bank.

4.4.3 Solvency. After giving effect to the consummation of the transactions contemplated by this Agreement, the Company has capital sufficient to carry on its business and transactions and is solvent and able to pay its debts as they mature. No transfer of property is being made and no Indebtedness is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Company or any Subsidiary of the Company.

4.4.4 Ownership of Property. The Company and each of its Subsidiaries has good and marketable title as to all real property owned by it and good title to all assets and properties owned by the Company and such Subsidiary in the conduct of its businesses, whether such assets and properties are real or personal, tangible or intangible, including assets and property reflected in the most recent balance sheet contained in the Company's Reports or acquired subsequent thereto (except to the extent that such assets and properties have been disposed of in the ordinary course of business, since the date of such balance sheet), subject to no encumbrances, liens, mortgages, security interests or pledges, except (i) those items that secure liabilities for public or statutory obligations or any discount with, borrowing from or other obligations to the Federal Home Loan Bank, inter-bank credit facilities, reverse repurchase agreements or any transaction by the Bank acting in a fiduciary capacity, (ii) statutory liens for amounts not yet delinquent or that are being contested in good faith, (iii) such as do not, individually or in the aggregate, materially and adversely affect the value of such property and do not materially and adversely interfere with

the use and proposed use of such property by the Company or any of its Subsidiaries, or (iv) as disclosed in the Company's Reports. The Company and each of its Subsidiaries, as lessee, has the right under valid and existing Leases of real and personal properties that are material to the Company or such Subsidiary, as applicable, in the conduct of its business to occupy or use all such properties as presently occupied and used by it. Such existing Leases and commitments to Lease constitute or will constitute operating Leases for both tax and financial accounting purposes except as otherwise disclosed in the Company's Reports and the Lease expense and minimum rental commitments with respect to such Leases and Lease commitments are as disclosed in all material respects in the Company's Reports.

4.5 No Material Adverse Effect. Since December 31, 2024, there has been no development or event that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

4.6 Legal Matters.

4.6.1 Compliance with Law. The Company and each of its Subsidiaries (i) has complied with and (ii) to the Company's knowledge, is not under investigation with respect to, and has not been threatened to be charged with or given any notice of any material violation of any applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government, or any instrumentality or agency thereof, having jurisdiction over the conduct of its business or the ownership of its properties, except where any such failure to comply or violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. The Company and each of its Subsidiaries is in compliance with, and at all times prior to the date hereof has been in compliance with, (x) all statutes, rules, regulations, orders and restrictions of any domestic or foreign government, or any Governmental Agency applicable to it, and (y) its own privacy policies and written commitments to customers, consumers and employees, concerning data protection, the privacy and security of personal data, and the nonpublic personal information of its customers, consumers and employees, in each case except where any such failure to comply would not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect on the Company. At no time during the two (2) years immediately prior to the date hereof has the Company or any of its Subsidiaries received any written notice asserting any violations of any of the foregoing, except for any violations that (A) have been resolved, (B) in the reasonable and good faith judgment of the Company are in the process of being resolved, or (C) have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

4.6.2 Regulatory Enforcement Actions. The Company and the Bank are in compliance in all material respects with all laws administered by and regulations of any Governmental Agency applicable to it or to them, except where the failure to comply with which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. Neither the Company nor the Bank, nor any of their officers or directors, is now operating under any restrictions, agreements, memoranda, commitment letter, supervisory letter or similar regulatory correspondence, or other commitments (other than restrictions of general application) imposed by any Governmental Agency which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on the Company, nor

are, to the Company's knowledge, (a) any such restrictions threatened, (b) any agreements, memoranda or commitments being sought by any Governmental Agency, or (c) any legal or regulatory violations previously identified by, or penalties or other remedial action previously imposed by, any Governmental Agency that remain unresolved, any of which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on the Company. Notwithstanding the foregoing, nothing in this Section 4.6.2 or otherwise in this Agreement shall require the Company or any of its Subsidiaries to provide any confidential supervisory information of the Company or any of its Subsidiaries.

4.6.3 Pending Litigation. There are no actions, suits, proceedings or written agreements pending, or, to the Company's knowledge, threatened or proposed, against the Company or any of its Subsidiaries at law or in equity or before or by any Governmental Agency, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or materially and adversely affect the issuance or payment of the Senior Unsecured Notes. The aggregate of all pending legal or governmental proceedings to which the Company or any Subsidiary is a party or of which any of their respective properties or assets is the subject, including ordinary routine litigation incidental to the business, would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Company.

4.6.4 Environmental. No Property is or, to the Company's knowledge, has been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any Hazardous Materials and neither the Company nor any of its Subsidiaries has engaged in such activities. There are no claims or actions pending or, to the Company's knowledge, threatened, against the Company or any of its Subsidiaries by any Governmental Agency or by any other Person relating to any Hazardous Materials or pursuant to any Hazardous Materials Law.

4.6.5 Brokerage Commissions. Except for commissions paid or payable to the Placement Agent, neither the Company nor any Affiliate of the Company is obligated to pay any brokerage commission, placement fee or finder's fee to any Person in connection with the transactions contemplated by this Agreement.

4.6.6 Investment Company Act. Neither the Company nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

4.7 No Misstatement. None of the representations, warranties, covenants and agreements made by the Company in this Agreement or in any certificate delivered to the Purchasers by or on behalf of the Company pursuant to this Agreement contains, and the Presentation when taken together as a whole with the Company's Reports does not contain, any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances when made or furnished to the Purchasers, as of the date of this Agreement and as of the Closing Date.

4.8 Internal Accounting Controls and Disclosure Controls.

4.8.1 The Company and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (C) access to assets is permitted only in accordance with management's general or specific authorization, and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's internal control over financial reporting is effective, and the Company is not aware of any material weaknesses in its internal control over financial reporting. Since the date of the Company's latest audited financial statements filed with the SEC, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

4.8.2 The Company has established and maintains an effective system of disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act). Such disclosure controls and procedures (A) are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's Chief Executive Officer and its Chief Financial Officer by others within the Company and its Subsidiaries to allow timely decisions regarding disclosure and (B) are effective to perform the functions for which they were established. The Company's auditors and the Audit Committee of the board of directors of the Company have not been advised that there is (1) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls or (2) any material weakness in internal controls. Since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to material weaknesses. The principal executive officer (or the equivalent) and principal financial officer (or the equivalent) of the Company has made all certifications required by the Sarbanes-Oxley Act; the Company, its Subsidiaries and, to the Company's knowledge, its directors and executive officers (in their respective capacities as such), are each in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act.

4.9 Tax Matters. The Company, the Bank and each Subsidiary of the Company have (i) filed all material foreign, U.S. federal, state and local tax returns, information returns and similar reports that are required to be filed by them prior to the date hereof, or requests for extensions to file such returns have been timely filed, and all such tax returns were true, correct and complete in all material respects, and (ii) paid all material taxes required to be paid by them and any other material assessment, fine or penalty levied against them, other than taxes, (x) currently payable without penalty or interest, or (y) being contested in good faith by appropriate proceedings.

4.10 Exempt Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in this Agreement, no registration under the Securities Act is required for the offer and sale of the Senior Unsecured Notes by the Company to the Purchasers.

4.11 Representations and Warranties Generally. The representations and warranties of the Company set forth in this Agreement or in any other document delivered to the Purchasers by or on behalf of the Company pursuant to or in connection with the requirements of this Agreement are true and correct as of the date hereof and as otherwise specifically provided herein or therein. Any certificate signed by a duly authorized representative of the Company and delivered to a Purchaser or to counsel for a Purchaser shall be deemed to be a representation and warranty by the Company to such Purchaser as to the matters set forth therein.

5. GENERAL COVENANTS, CONDITIONS AND AGREEMENTS.

The Company hereby further covenants and agrees with each Purchaser as follows:

5.1 Compliance with Transaction Documents. The Company shall comply with, observe and timely perform each and every one of the covenants, agreements and obligations of the Company under the Transaction Documents.

5.2 Affiliate Transactions. The Company shall not itself, nor shall it cause, permit or allow any of its Subsidiaries to, enter into any material transaction, including, the purchase, sale or exchange of property or the rendering of any service, with any Affiliate of the Company except in the ordinary course of business and pursuant to the reasonable requirements of the Company's or such Affiliate's business and upon terms consistent with applicable laws and regulations and reasonably found by the appropriate board(s) of directors to be fair and reasonable and no less favorable to the Company or such Affiliate than would be obtained in a comparable arm's length transaction with a Person not an Affiliate.

5.3 Compliance with Laws; Other Agreements.

5.3.1 Generally. The Company shall comply and cause the Bank and each of its other Subsidiaries to comply in all material respects with all applicable statutes, rules, regulations, orders and restrictions in respect of the conduct of its business and the ownership, leasing or use of its Properties, except, in each case, where such noncompliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

5.3.2 Regulated Activities. The Company shall not itself, nor shall it cause, permit or allow the Bank or any other of its Subsidiaries to (i) engage in any business or activity not permitted by applicable laws and regulations, except where such business or activity would not reasonably be expected to have a Material Adverse Effect on the Company, the Bank and/or any of their Subsidiaries, or (ii) make any loan or advance secured by the capital stock of another bank or depository institution, or acquire the capital stock, assets or obligations of or any interest in another bank or depository institution, in each case other than in accordance with applicable laws and regulations and safe and sound banking practices.

5.3.3 Taxes. The Company shall and shall cause the Bank and any other of its Subsidiaries to promptly pay and discharge all taxes, assessments and other governmental charges imposed upon the Company, the Bank or any other of its Subsidiaries or upon the income, profits, or property of the Company or any Subsidiary and all claims for labor, material or supplies that, if unpaid, might by law become a material lien or charge upon the property of the Company, the Bank or any of their Subsidiaries. Notwithstanding the foregoing, none of the Company, the Bank or any other of its Subsidiaries shall be required to pay any such tax, assessment, charge or claim, so long as the validity thereof are being contested in good faith by appropriate proceedings, and appropriate reserves therefor are being maintained on the books of the Company, the Bank and such other Subsidiary.

5.3.4 Corporate Existence. The Company shall do or cause to be done all things reasonably necessary to maintain, preserve and renew its corporate existence and that of the Bank and its and the Bank's rights and franchises.

5.3.5 Dividends, Payments, and Guarantees During Event of Default. Upon the occurrence of an Event of Default (as defined in the Senior Unsecured Notes), until such Event of Default is cured by the Company or waived by the Noteholders (as defined under the Senior Unsecured Notes) in accordance with Section 18 (Waiver and Consent) of the Senior Unsecured Notes and except as required by any federal or state Governmental Agency, the Company shall not (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock; (ii) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any of the Company's Indebtedness that ranks equal with or junior to the Senior Unsecured Notes; or (iii) make any payments under any guarantee that ranks equal with or junior to the Senior Unsecured Notes, other than (A) any dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, any class of the Company's common stock; (B) any declaration of a non-cash dividend in connection with the implementation of a stockholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; (C) as a result of a reclassification of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock; (D) the purchase of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; or (E) purchases of any class of the Company's common stock related to the issuance of common stock or rights under any benefit plans for the Company's directors, officers or employees or any of the Company's dividend reinvestment plans.

5.4 Absence of Control. It is the intent of the parties to this Agreement that in no event shall the Purchasers, by reason of any of the Transaction Documents, be deemed to control, directly or indirectly, the Company, and the Purchasers shall not exercise, or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of the Company.

5.5 Secondary Market Transactions. To the extent and so long as not in violation of Section 6.4 hereof, each Purchaser shall have the right at any time and from time to time to securitize its Senior Unsecured Notes or any portion thereof in a single asset securitization or a pooled loan securitization of rated single or multi-class securities secured by or evidencing

ownership interests in the Senior Unsecured Notes (each such securitization is referred to herein as a “Secondary Market Transaction”). In connection with any such Secondary Market Transaction, the Company shall, at the Company’s expense, reasonably cooperate with the Purchasers and otherwise reasonably assist the Purchasers in satisfying the market standards to which the Purchasers customarily adhere or that may be reasonably required in the marketplace or by applicable rating agencies in connection with any such Secondary Market Transaction. Subject to any written confidentiality obligation, including the terms of any confidentiality or non-disclosure agreements between the Purchasers and the Company, all information regarding the Company may be furnished, without liability except in the case of gross negligence, bad faith or willful misconduct, to any Purchaser and to any Person reasonably deemed necessary by the Purchaser in connection with participation in such Secondary Market Transaction. All documents, financial statements, appraisals and other data relevant to the Company or the Senior Unsecured Notes may be retained by any such Person, subject to the terms of any applicable confidentiality or non-disclosure agreement. The Purchaser shall cause any Person to whom the Purchaser wishes to deliver confidential Company information related to the Secondary Market Transaction to execute and deliver to the Company a non-disclosure agreement reasonably acceptable to the Company unless such Person is a party to a commercially reasonable non-disclosure agreement to which the Company is a third party beneficiary.

5.6 Bloomberg. The Company shall use commercially reasonable efforts to cause the Senior Unsecured Notes to be quoted on Bloomberg L.P.

5.7 Rule 144A Information. While any Senior Unsecured Notes remain “restricted securities” within the meaning of the Securities Act, the Company will make available, upon the request of any Purchaser or subsequent holder of any Senior Unsecured Notes the information specified in Rule 144A(d)(4) under the Securities Act, unless the Company is then subject to Section 13 or 15(d) of the Exchange Act.

5.8 DTC Registration. Provided that applicable depository eligibility requirements are met, upon the request of a holder of a Senior Unsecured Note that is a Qualified Institutional Buyer, as defined in Rule 144A under the Securities Act (each, a “QIB”), the Company shall use commercially reasonable efforts to cause the Senior Unsecured Notes held by such QIB to be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) or a nominee of DTC. For purposes of clarity and pursuant to (and as further described in) the terms of the Senior Unsecured Notes, any redemption made pursuant to the terms of the Senior Unsecured Notes shall be made on a pro rata basis, and, partial redemptions will be processed through the Depository Trust Issuer Corporation, in accordance with its rules and procedures, as a Pro Rata Pass-Through Distribution of Principal, among all of the Senior Unsecured Notes outstanding at the time thereof; provided, however, that the Company may redeem in its entirety any Senior Unsecured Note owned by any Noteholder that the Company or a Parent acquires direct or indirect control of without redeeming the other Senior Unsecured Notes.

5.9 Designated NRSRO Rating. The Company will use commercially reasonable efforts to maintain a rating by a Designated NRSRO while any Senior Unsecured Notes remain outstanding.

5.10 Insurance. At its sole cost and expense, the Company shall maintain, and shall cause each Subsidiary to maintain, bonds and insurance to such extent, covering such risks as is required by law or as is usual and customary for owners of similar businesses and properties in the same general area in which the Company or any of its Subsidiaries operates. All such bonds and policies of insurance shall be in a form, in an amount and with insurers recognized as adequate by prudent business persons.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASERS.

Each Purchaser hereby represents and warrants to the Company, and covenants with the Company, severally and not jointly, as follows:

6.1 Legal Power and Authority. The Purchaser has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Purchaser is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

6.2 Authorization and Execution. The execution, delivery and performance of this Agreement have been duly authorized, executed and delivered by all necessary action on the part of such Purchaser, and, assuming due authorization, execution and delivery by the other parties hereto, this Agreement is a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

6.3 No Conflicts. Neither the execution or delivery of or performance under the Transaction Documents nor the consummation of any of the transactions contemplated thereby will conflict with, violate, or constitute a breach of or a default under (whether with or without the giving of notice or lapse of time or both) (i) the Purchaser's organizational documents, (ii) any agreement to which the Purchaser is party, (iii) any law applicable to the Purchaser or (iv) any order, writ, judgment, injunction, decree, determination or award binding upon or affecting the Purchaser.

6.4 Purchase for Investment. The Purchaser is purchasing the Senior Unsecured Notes for its own account and not with a view to distribution and with no present intention of reselling, distributing or otherwise disposing of the same. The Purchaser has no present or contemplated agreement, undertaking, arrangement, obligation, Indebtedness or commitment providing for, or which is likely to compel, a disposition of the Senior Unsecured Notes in any manner.

6.5 Institutional Accredited Investor. The Purchaser is and will be on the Closing Date either (i) an institutional "accredited investor" as such term is defined in Rule 501(a) of Regulation D and as contemplated by subsections (1), (2), (3), (7) or (9) of Rule 501(a) of Regulation D, and has no less than \$5,000,000 in total assets, or (ii) a QIB.

6.6 Financial and Business Sophistication. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of

the prospective investment in the Senior Unsecured Notes and of making an informed investment decision, and has so evaluated the merits and risks of such investment. The Purchaser has relied solely upon its own knowledge of, and/or the advice of its own legal, financial or other advisors with regard to, the legal, financial, tax and other considerations involved in deciding to invest in the Senior Unsecured Notes.

6.7 Ability to Bear Economic Risk of Investment. The Purchaser recognizes that an investment in the Senior Unsecured Notes involves substantial risk. The Purchaser acknowledges that the Company is a holding company and the Company's rights and the rights of the Company's creditors, including the holders of the Senior Unsecured Notes, to participate in the assets of any Subsidiary during its liquidation or reorganization are structurally subordinate to the prior claims of the Subsidiary's creditors and, if applicable, depositors. The Purchaser acknowledges that the Senior Unsecured Notes are not savings accounts or deposits of the Bank and are not insured or guaranteed by the FDIC or any Governmental Agency, and that no Governmental Agency has passed upon or will pass upon the offer or sale of the Senior Unsecured Notes or has made or will make any finding or determination as to the fairness of the investment. The Purchaser has the ability to bear the economic risk of the prospective investment in the Senior Unsecured Notes, including the ability to hold the Senior Unsecured Notes indefinitely, and further including the ability to bear a complete loss of all of the Purchaser's investment in the Company.

6.8 Information. The Purchaser acknowledges that: (i) the Purchaser is not being provided with the disclosures that would be required if the offer and sale of the Senior Unsecured Notes were registered under the Securities Act, nor is the Purchaser being provided with any offering circular, private placement memorandum or prospectus prepared in connection with the offer and sale of the Senior Unsecured Notes; (ii) the Purchaser has conducted its own examination of the Company and the terms of the Senior Unsecured Notes to the extent the Purchaser deems necessary to make its decision to invest in the Senior Unsecured Notes; (iii) the Purchaser has availed itself of publicly available financial and other information concerning the Company to the extent the Purchaser deems necessary to make its decision to purchase the Senior Unsecured Notes; and (iv) the Purchaser has not received nor relied on any form of general solicitation or general advertising (within the meaning of Regulation D) from the Company, or anyone acting on behalf of the Company, in connection with the offer or sale of the Senior Unsecured Notes. The Purchaser has reviewed the information set forth in the Presentation, the Company's Reports and the exhibits hereto, and the information contained in the Data Room.

6.9 Access to Information. The Purchaser acknowledges that the Purchaser and its advisors (i) have been furnished with all materials relating to the business, finances and operations of the Company that have been requested by the Purchaser or its advisors and have been provided access to the Data Room and reviewed the information contained therein, (ii) have been given the opportunity to ask questions of, and to receive answers from, persons acting on behalf of the Company concerning the terms and conditions of the transactions contemplated by this Agreement in order to make an informed and voluntary decision to enter into this Agreement, and (iii) have completed such investigation and have received such information from the Company and otherwise, as it and they have considered sufficient for the Purchaser to make its investment decision regarding a purchase of Senior Unsecured Notes.

6.10 Investment Decision. The Purchaser has made its own investment decision based upon its own judgment, due diligence and advice from such advisors as it has deemed necessary and not upon any view expressed by any other Person, including the Company or the Placement Agent. Neither any inquiries nor any other due diligence investigations conducted by it or its advisors or representatives, if any, shall modify, amend or affect its right to rely on the Company's representations and warranties contained herein. The Purchaser is not relying upon, and has not relied upon, any advice, statement, representation or warranty made by any Person by or on behalf of the Company, including the Placement Agent, except for the express statements, representations and warranties of the Company made or contained in this Agreement. Furthermore, the Purchaser acknowledges that (i) the Placement Agent has not performed any due diligence review on behalf of it and (ii) 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 Senior Unsecured Notes constitutes legal, tax, accounting or investment advice.

6.11 Private Placement; No Registration; Restricted Legends. The Purchaser understands and acknowledges that the Senior Unsecured Notes are being sold by the Company without registration under the Securities Act in reliance on the exemption from federal and state registration set forth in, respectively, Rule 506(b) of Regulation D promulgated under Section 4(a)(2) of the Securities Act and Section 18 of the Securities Act, or any state securities laws, and, accordingly, may be resold, pledged or otherwise transferred only in compliance with the registration requirements of federal and state securities laws or if exemptions from the Securities Act and applicable state securities laws are available to it. The Purchaser is not subscribing for Senior Unsecured Notes as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting. The Purchaser further acknowledges and agrees that all certificates or other instruments representing the Senior Unsecured Notes will bear the restrictive legend set forth in the form of Senior Unsecured Note. The Purchaser further acknowledges its primary responsibilities under the Securities Act and, accordingly, will not sell or otherwise transfer the Senior Unsecured Notes or any interest therein without complying with the requirements of the Securities Act and the rules and regulations promulgated thereunder and the requirements set forth in this Agreement. The Purchaser further acknowledges that the Company has not made and is not making any representation, warranty or covenant, express or implied, as to the availability of any exemption from registration under the Securities Act or any applicable state securities laws for the resale, pledge or other transfer of the Senior Unsecured Notes, or that the Senior Unsecured Notes purchased by it will ever be able to be lawfully resold, pledged or otherwise transferred.

6.12 Placement Agent. The Purchaser will purchase the Senior Unsecured Note(s) directly from the Company and not from the Placement Agent and understands that neither the Placement Agent nor any other broker or dealer has any obligation to make a market in the Senior Unsecured Notes.

6.13 Physical Delivery of Senior Unsecured Notes. Notwithstanding anything in this Agreement to the contrary, if the Purchaser is an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D), and is not also a QIB, it acknowledges that its Senior Unsecured

Note shall be physically delivered to such Purchaser and registered in the name of such Purchaser, and it agrees to such physical delivery of its Senior Unsecured Note.

6.14 Accuracy of Representations. The Purchaser understands that each of the Placement Agent and the Company will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements in connection with the transactions contemplated by this Agreement. The Purchaser agrees that if any of the representations, warranties or acknowledgements made by it are no longer accurate as of the Closing Date, or if any of the agreements made by the Purchaser are breached on or prior to the Closing Date, it shall promptly notify the Placement Agent and the Company.

6.15 Representations and Warranties Generally. The representations and warranties of the Purchaser set forth in this Agreement are true and correct as of the date hereof and will be true and correct as of the Closing Date and as otherwise specifically provided herein. Any certificate signed by a duly authorized representative of the Purchaser and delivered to the Company or to counsel for the Company shall be deemed to be a representation and warranty by the Purchaser to the Company as to the matters set forth therein.

7. MISCELLANEOUS.

7.1 Prohibition on Assignment by the Company. Except as described in Sections 5 and 9(b) of the Senior Unsecured Notes, the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement or the Senior Unsecured Notes without the prior written consent of all the Noteholders (as defined in the Senior Unsecured Note).

7.2 Time of the Essence. Time is of the essence for this Agreement.

7.3 Waiver or Amendment. Except as may apply to any particular waiving or consenting Noteholder, no waiver or amendment of any term, provision, condition, covenant or agreement herein or in the Senior Unsecured Notes shall be effective except with the consent of at least fifty percent (50%) of the aggregate principal amount (excluding any Senior Unsecured Notes held by the Company or any of its Affiliates) of the Senior Unsecured Notes at the time outstanding; *provided, however*, that without the consent of each Purchaser of an affected Senior Unsecured Note, no such amendment or waiver may: (i) reduce the principal amount of the Senior Unsecured Note; (ii) reduce the rate of or change the time for payment of interest on any Senior Unsecured Note; (iii) extend the maturity of any Senior Unsecured Note; (iv) change the currency in which payment of the obligations of the Company under this Agreement and the Senior Unsecured Notes are to be made; (v) lower the percentage of aggregate principal amount of outstanding Senior Unsecured Notes required to approve any amendment of this Agreement or the Senior Unsecured Notes; (vi) make any changes to Section 4(c) (Partial Redemption), Section 6 (Events of Default; Acceleration), Section 7 (Failure to Make Payments), Section 16 (Priority), or Section 18 (Waiver and Consent) of the Senior Unsecured Notes that adversely affects the rights of any holder of a Senior Unsecured Note; (vii) make any changes to this Section 7.3 (Waiver or Amendment) that adversely affects the rights of any holder of a Senior Unsecured Note; or (viii) disproportionately affect the rights of any of the holders of the then outstanding Senior Unsecured Notes. Notwithstanding the foregoing, the Company may amend or supplement the Senior

Unsecured Notes without the consent of the holders of the Senior Unsecured Notes to cure any ambiguity, defect or inconsistency or to provide for uncertificated Senior Unsecured Notes in addition to or in place of certificated Senior Unsecured Notes, or to make any change that does not adversely affect the rights of any holder of any of the Senior Unsecured Notes. No failure to exercise or delay in exercising, by a Purchaser or any holder of the Senior Unsecured Notes, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right or remedy provided by law. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided by law or equity. No notice or demand on the Company in any case shall, in itself, entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Purchasers to any other or further action in any circumstances without notice or demand. No consent or waiver, expressed or implied, by the Purchasers to or of any breach or default by the Company in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Company hereunder. Failure on the part of the Purchasers to complain of any acts or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Purchasers of their rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Company.

7.4 Severability. Any provision of this Agreement that is unenforceable or invalid or contrary to law, or the inclusion of which would adversely affect the validity, legality or enforcement of this Agreement, shall be of no effect and, in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenor of this Agreement the same as though any such invalid portion had never been included herein. Notwithstanding any of the foregoing to the contrary, if any provisions of this Agreement or the application thereof are held invalid or unenforceable only as to particular Persons or situations, the remainder of this Agreement, and the application of such provision to Persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

7.5 Notices. Any notice that any party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight commercial courier promising next Business Day delivery, addressed:

if to the Company:	FVCBankcorp, Inc. 11325 Random Hills Road, Suite 240 Fairfax, VA 22030 Attention: David W. Pijor Email: dpijor@fvcbank.com
--------------------	--

with a copy to: William Mullen
200 South 10th Street, Suite 1600
Richmond, VA 23219
Attention: Scott H. Richter
Benjamin A. McCall
Email: srichter@williamsmullen.com
bmccall@williamsmullen.com

if to the Purchasers: To the address indicated on such
Purchaser's signature page.

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice; provided that no change in address shall be effective until five (5) Business Days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three (3) Business Days after it shall have been deposited in the United States mail as aforesaid or, if sent by overnight courier, the Business Day following the date of delivery to such courier (provided next Business Day delivery was requested).

7.6 Successors and Assigns. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, except that, (i) unless a Purchaser consents in writing, no assignment made by the Company in violation of this Agreement shall be effective or confer any rights on any purported assignee of the Company, and (ii) unless such assignment complies with the Assignment Form attached to the Senior Unsecured Notes, no assignment made by a Purchaser shall be effective or confer any rights on any purported assignee of Purchaser. The term "successors and assigns" will not include a purchaser of any of the Senior Unsecured Notes from any Purchaser merely because of such purchase but shall include a purchaser of any of the Senior Unsecured Notes pursuant to an assignment complying with the Assignment Form attached to the Senior Unsecured Notes.

7.7 No Joint Venture. Nothing contained herein or in any document executed pursuant hereto and no action or inaction whatsoever on the part of a Purchaser, shall be deemed to make a Purchaser a partner or joint venturer with the Company.

7.8 Documentation. All documents and other matters required by any of the provisions of this Agreement to be submitted or furnished to a Purchaser shall be in form and substance satisfactory to such Purchaser.

7.9 Entire Agreement. This Agreement, the Senior Unsecured Notes and the nondisclosure agreement between the Purchaser, the Company or the Placement Agent relating to the transactions contemplated by this Agreement, along with the exhibits hereto and thereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto. No party, in entering into this Agreement, has relied upon any

representation, warranty, covenant, condition or other term that is not set forth in this Agreement, or in the Senior Unsecured Notes.

7.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its laws or principles of conflict of laws (other than Section 5-1401 of the New York General Obligations Law). Nothing herein shall be deemed to limit any rights, powers or privileges that a Purchaser may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by a Purchaser that is lawful pursuant to, or which is permitted by, any of the foregoing.

7.11 No Third Party Beneficiary. This Agreement is made for the sole benefit of the Company and the Purchasers, and no other Person shall be deemed to have any privity of contract hereunder nor any right to rely hereon to any extent or for any purpose whatsoever, nor shall any other Person have any right of action of any kind hereon or be deemed to be a third party beneficiary hereunder; provided, that the Placement Agent may rely on the representations and warranties contained herein to the same extent as if it were a party to this Agreement.

7.12 Legal Tender of United States. All payments hereunder shall be made in coin or currency that at the time of payment is legal tender in the United States of America for public and private debts.

7.13 Captions; Counterparts. Captions contained in this Agreement in no way define, limit or extend the scope or intent of their respective provisions. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. 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.

7.14 Knowledge; Discretion. All references herein to the Purchaser’s or the Company’s knowledge shall be deemed to mean the knowledge of such party based on the actual knowledge of such party’s Chief Executive Officer and Chief Financial Officer or such other persons holding equivalent offices. Unless specified to the contrary herein, all references herein to an exercise of discretion or judgment by a Purchaser, to the making of a determination or designation by a Purchaser, to the application of a Purchaser’s discretion or opinion, to the granting or withholding of a Purchaser’s consent or approval, to the consideration of whether a matter or thing is satisfactory or acceptable to a Purchaser, or otherwise involving the decision making of a Purchaser, shall be deemed to mean that such Purchaser shall decide using the reasonable discretion or judgment of a prudent lender.

7.15 Waiver of Right To Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY

JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH ANY OF THE TRANSACTION DOCUMENTS, OR ANY OTHER STATEMENTS OR ACTIONS OF THE COMPANY OR THE PURCHASERS. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF THEIR OWN FREE WILL. THE PARTIES HERETO FURTHER ACKNOWLEDGE THAT (I) THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (II) THIS WAIVER HAS BEEN REVIEWED BY THE PARTIES HERETO AND THEIR COUNSEL AND IS A MATERIAL INDUCEMENT FOR ENTRY INTO THIS AGREEMENT AND (III) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH TRANSACTION DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

7.16 Expenses. Except as otherwise provided in this Agreement, each of the parties hereto will bear and pay all costs and expenses, including attorneys' fees, incurred by it or on its behalf in connection with the transactions contemplated pursuant to this Agreement.

7.17 Survival. Each of the representations and warranties set forth in this Agreement shall survive the Closing for a period of one year after the date hereof. Except as otherwise provided herein, all covenants and agreements contained herein shall survive until, by their respective terms, they are no longer operative, other than those which by their terms are to be performed in whole or in part prior to or on the Closing Date, which shall terminate as of the Closing Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Company has caused this Senior Unsecured Note Purchase Agreement to be executed by its duly authorized representative as of the date first above written.

COMPANY:

FVCBANKCORP, INC.

Name: David W. Pijor
Title: Chairman and Chief Executive Officer

[Company Signature Page to Fixed Rate Senior Unsecured Note Purchase Agreement]

IN WITNESS WHEREOF, the Purchaser has caused this Senior Unsecured Note Purchase Agreement to be executed by its duly authorized representative as of the date first above written.

PURCHASER:

By: _____

Name: _____

Title: _____

Address of Purchaser:

Principal Amount of Purchased Senior Unsecured Note:

\$

CUSIP:

[Purchaser Signature Page to Fixed Rate Senior Unsecured Note Purchase Agreement]

EXHIBIT A
Form of Senior Unsecured Note

Exhibit A-1

EXHIBIT B
Form of Opinion of Counsel

Exhibit B-1

FVCBankcorp, Inc.

Senior Notes Investor Presentation

January 2026

Forward-Looking Statements; Non-GAAP Information

This presentation may contain statements relating to future events or future results of FVCBankcorp, Inc. ("FVCB" or the "Company") and its wholly-owned subsidiary, FVCbank (the "Bank") that are considered "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements represent plans, estimates, objectives, goals, guidelines, expectations, intentions, projections and statements of the Company's beliefs concerning future events, business plans, objectives, expected operating results and the assumptions upon which those statements are based. Forward-looking statements include without limitation, any statement that may predict, forecast, indicate or imply future results, performance or achievements, and are typically identified with words such as "may," "could," "should," "will," "would," "believe," "anticipate," "estimate," "expect," "aim," "intend," "plan," or words or phrases of similar meaning. These forward-looking statements are based largely on the Company's expectations and are subject to a number of known and unknown risks and uncertainties that are subject to change based on factors which are, in many instances, beyond the Company's control. Actual results, performance or achievements could differ materially from those contemplated, expressed in or implied by the forward-looking statements. The following factors, among others, could cause the Company's financial performance to differ materially from that expressed in such forward-looking statements: general business and economic conditions, including higher inflation and its impacts, nationally or in the markets that the Company serves could adversely affect, among other things, real estate valuations, unemployment levels, the ability of businesses to remain viable, consumer and business confidence, and consumer or business spending, which could lead to decreases in demand for loans, deposits, and other financial services that the Company provides and increases in loan delinquencies and defaults; the concentration of the Company's business in and around the Washington, D.C. metropolitan area and the effects of changes in the economic, political, and environmental conditions on this market, including potential reductions in spending by the U.S. government and related reductions in the federal workforce; the impact of the interest rate environment on the Company's business, financial condition and results of operation, and its impact on the composition and costs of deposits, loan demand, and the values and liquidity of loan collateral, securities, and interest sensitive assets and liabilities; changes in the Company's liquidity requirements could be adversely affected by changes in its assets and liabilities; changes in the assumptions underlying the establishment of reserves for possible credit losses and the possibility that future credit losses may be higher than currently expected; the management of risks inherent in the Company's real estate loan portfolio, and the risk of a prolonged downturn in the real estate market, which could impair the value of loan collateral and the ability to sell collateral upon any foreclosure; changes in market conditions, specifically declines in the commercial and residential real estate market, volatility and disruption of the capital and credit markets, and soundness of other financial institutions that the Company does business with; the effects of, and changes in, trade, monetary and fiscal policies and laws, including interest rate policies of the Board of Governors of the Federal Reserve System, inflation, interest rate, market and monetary fluctuations; the Company's investment securities portfolio is subject to credit risk, market risk, and liquidity risk as well as changes in the estimates used to value the securities in the portfolio; declines in the Company's common stock price or the occurrence of what management would deem to be a triggering event that could, under certain circumstances, cause us to record a noncash impairment charge to earnings in future periods; potential exposure to fraud, negligence, computer theft and cyber-crime, and the Company's ability to maintain the security of its data processing and information technology systems; the impact of changes in bank regulatory conditions, including laws, regulations and policies concerning capital requirements, deposit insurance premiums, taxes, securities, and the application thereof by regulatory bodies; the effect of changes in accounting policies and practices, as may be adopted from time to time by bank regulatory agencies, the Securities and Exchange Commission (the "SEC"), the Public Company Accounting Oversight Board, the Financial Accounting Standards Board or other accounting standards setting bodies; competitive pressures among financial services companies, including the timely development of competitive new products and services and the acceptance of these products and services by new and existing customers; the effect of acquisitions and partnerships the Company may make, including, without limitation, the failure to achieve the expected revenue growth and/or expense savings from such acquisitions; the Company's involvement, from time to time, in legal proceedings and examination and remedial actions by regulators; geopolitical conditions, including trade restrictions and tariffs, and acts or threats of terrorism, or actions taken by the United States or other governments in response to trade restrictions and tariffs, and acts or threats of terrorism and/or military conflicts, which could impact business and economic conditions in the United States and abroad; and the occurrence of significant natural disasters, including severe weather conditions, floods, health related issues or emergencies, and other catastrophic events. The foregoing factors should not be considered exhaustive and should be read together with other cautionary statements that are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, including those discussed in the section entitled "Risk Factors," and in the Company's other periodic and current reports filed with the SEC. If one or more of the factors affecting our forward-looking information and statements proves incorrect, then the Company's actual results, performance or achievements could differ materially from those expressed in, or implied by, forward-looking information and statements contained in this presentation. Therefore, the Company cautions you not to place undue reliance on our forward-looking information and statements. The Company will not update the forward-looking statements to reflect actual results or changes in the factors affecting the forward-looking statements. New risks and uncertainties may emerge from time to time, and it is not possible to predict their occurrence or how they will affect the Company's operations, financial condition or results of operations.

Certain of the information contained in this presentation may be derived from information provided by industry sources. The Company believes that such information is accurate and that the sources from which it has been obtained are reliable. The Company cannot guarantee the accuracy of such information, however, and has not independently verified such information.

Except where information is provided as of a specified date, this presentation speaks as of the date hereof. The delivery of this presentation will not, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date of this presentation. The Company is not making any implied or express representation or warranty as to the accuracy or completeness of the information summarized herein or made available in connection with any further investigation of the Company. The Company expressly disclaims any and all liability which may be based on such information, errors therein or omissions therefrom.

Use of Non-GAAP Financial Measures

The accounting and reporting policies of the Company conform to U.S. Generally Accepted Accounting Principles ("GAAP") and prevailing practices in the banking industry. However, this presentation includes certain financial information that is calculated and presented on the basis of methodologies that are not in accordance with GAAP. These non-GAAP financial measures include core return on average assets and return on average equity, core bank operating earnings, adjusted pre-tax income, core efficiency ratio, tangible common equity and tangible assets. The non-GAAP financial measures included in this presentation do not replace the presentation of the Company's GAAP financial results, should not be considered as a substitute for operating results determined in accordance with GAAP and may not be comparable to other similarly titled measures of other companies. These measurements provide supplemental information to assist management, as well as certain investors, in analyzing the Company's core business and results of operations. The Company has chosen to provide this additional information to investors because it believes that these measures are meaningful in assisting investors to evaluate the Company's core ongoing operations, results and financial condition. These non-GAAP financial measures should not be considered an alternative to U.S. GAAP-basis financial statements, and other bank holding companies may define or calculate these or similar measures differently. Reconciliations of the non-GAAP financial measures provided in this presentation to the most directly comparable GAAP measures can be found in the appendix of this presentation.

This presentation is confidential and for informational purposes only and is being furnished solely for the purpose of enabling prospective investors to determine whether they wish to proceed with further investigation of the Company and an investment in its securities. The information herein is a summary and is not intended to and does not contain all the information that you should consider in making an investment decision. The Company makes no express or implied representations or warranties as to the completeness of the information contained herein. The Company shall not have any liability for any information included herein except as may be provided in a securities purchase agreement or other definitive written agreement executed in connection with the purchase of the Company's securities.

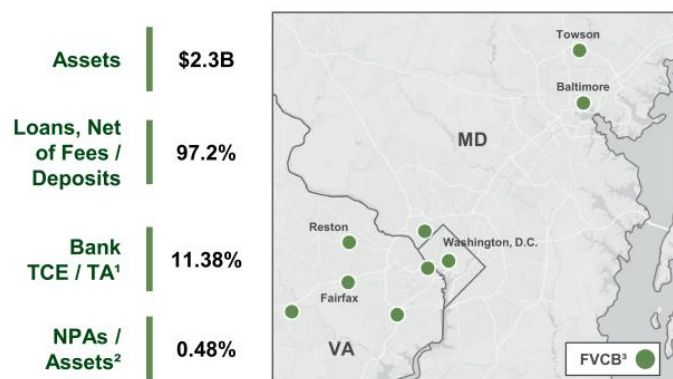
Terms of the Proposed Offering

Issuer	FVCBankcorp, Inc. (NASDAQ: FVCB)
Security	Fixed Rate Senior Notes Due 2029
Principal Amount	\$20 Million
Expected Rating	BBBL by Morningstar DBRS
Offering Type	Regulation D Private Placement
Term	3 Years
No Call Period	2 Years
Use of Proceeds	General Corporate Purposes, Including Supporting Capital Ratios at the Bank
Sole Placement Agent	PIPER SANDLER

Company Snapshot

Company Background

- FVCBankcorp, Inc. (NASDAQ: FVCB) is the holding company for FVCbank, which was founded in 2007
- Headquartered in Fairfax, VA with a focus on the greater Washington, D.C. and Baltimore MSAs
- Provides efficient and tailored commercial banking products, as well as retail banking services for individuals, corporate clients, and municipalities
- Since inception, FVCbank has successfully executed a strategic plan focused on organic growth and opportunistic acquisitions without compromising asset quality or financial discipline
- A modern, technology-first bank with several technology-enabled deposit-gathering and lending businesses poised for growth

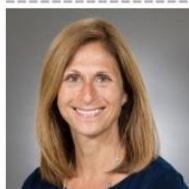


Presenters



David W. Pijor, Esq.
Chairman & CEO

- Founder, Chairman and CEO since FVCB's organization
- Prior: Lead organizer, Chairman, and General Counsel of James Monroe Bank, from inception to sale to Mercantile Bankshares
- 30 years as an attorney specializing in business law and transactions
- 19 years at FVCB (27 in industry)



Patricia A. Ferrick
President

- President and Director
- Prior: CFO of Potomac Bank of Virginia
- Prior: CFO of Southern Financial Bank
- 19 years at FVCB (39 in industry)



Jennifer L. Deacon
CFO & SEVP

- CFO and SEVP
- Prior: EVP, CAO and Corporate Secretary of Cardinal Bank
- Prior: Various positions at George Mason Bank and Patriot National Bank
- 9 years at FVCB (29 in industry)

1) Tangible common equity and tangible assets represent non-GAAP measures. Please see page 28 for reconciliation of non-GAAP measures to their most comparable financial measure prepared in accordance with GAAP
2) Nonperforming assets defined as nonaccrual loans, loans contractually past due 90 days or more as principal or interest and still accruing, and real estate owned

3) Includes Towson loan production office
Note: Financial data shown as of or for the year ended December 31, 2025
Source: S&P Global Market Intelligence, Company Documents

Investment Highlights

1

Well-Positioned in One of the Largest MSAs in the Country

- Scarcity value as the eighth largest community bank operating in the Washington, D.C. MSA¹
- Recent consolidation in local markets has created growth opportunities for remaining banks

2

Track Record of Strong Growth and Profitability

- Organic CAGRs in excess of 12% for assets, loans, deposits, and pre-tax income since 2014²
- Core ROAA and Core ROAE of 1.01% and 9.02%, respectively, for the quarter ended December 31, 2025³
- Modern, technology-first bank with several technology-enabled deposit-gathering and lending businesses that are poised for growth

3

Disciplined, Well-Managed Commercial Balance Sheet

- Commercial-focused lending portfolio with small average loan balances that further mitigates risk
- Emphasis on credit administration and risk management, with comprehensive policies and procedures that enable the maintenance of strong asset quality
- Growing C&I portfolio with specialized expertise in government contract and cannabis banking

4

Strong Core Deposit Base

- Strategy of full-service relationship banking helps support the Company's margin
- Treasury management tools allow the Company to compete against larger competitors and attract sophisticated commercial and government customers
- Noninterest-bearing deposits represent approximately 18% of total deposits as of December 31, 2025

5

Experienced Leadership Team

- Long-tenured and hands-on management team that has grown the Company since inception
- Intimate knowledge of clients, credits, markets, and employees
- Proven track record of growth at varying institutions within the Washington, D.C. MSA
- Significant alignment with shareholders – insider ownership of ~16%

1) Ranking based on deposit market share among community banks with deposits in the Washington, D.C. MSA as of June 30, 2025; Community banks defined as banks with total assets less than \$50 billion as of September 30, 2025

2) Represents compounded annual growth rate from December 31, 2014 to December 31, 2025

3) Represents non-GAAP measure based on core Bank operating earnings; Please see page 27 for reconciliation of non-GAAP measures for historical periods

Source: S&P Global Market Intelligence, Company Documents

Technology Deployment Driving Top-Tier Performance

Strategically Aligned Solutions

Lending

- **Loan origination** platform provides paperless workflow solution and automates approval process and tickler tracking
- **Automated borrowing base certification** (Accounts Receivable Financing) streamlines process for government contracting customers and lender
- **Automated warehouse lending platform** allows timely response with limited resources
- **Automated construction loan functionality** for lender, borrower, title insurance, and inspector
- **Lightning Lending** provides digital lending experience for small businesses

Treasury and Payments

- **Online deposit account opening** for businesses and consumers
- **Zelle** for customers who use peer-to-peer digital payment processing
- **Q2 Digital Platform** delivers online banking solutions and treasury management services with maximum flexibility
- **Business Insights** provides cashflow analysis, forecasting, and guidance to business customers
- **Z Suite** is a digital platform that provides the Bank's 1031 exchange and property manager clients an efficient solution to handle three-party accounts and sub-ledgering

Enterprise-Wide

- **Data analytics** functionality (KlariVis¹) which provides:
 - Immediate access to better communicate and respond to customers
 - Dashboards to easily analyze activity for all areas of the Bank
 - Board reports without requiring significant time-consuming preparation
- **Robotic process automation** has reduced risk of error and reduced processing time from hours to minutes. Collectively, hundreds of hours have been saved on daily, weekly, monthly, and periodic repetitive manual processes
- **FinTech investment** in cutting-edge JAM FINTOP Blockchain Fund¹

1) FVCBankcorp, Inc. has invested in KlariVis and JAM FINTOP Blockchain Fund
Source: Company Documents

Business Strategy

FVCB aims to capitalize on market opportunities while maintaining disciplined and comprehensive credit underwriting. FVCB's focus on providing high-touch, responsive, relationship-based client service allows it to compete effectively and exceed the needs of customers.

Opportunity

Organic Growth



Profitability



Maintain Credit Quality



Superior Technology



Blueprint for Success

- ✓ Focus on relationships, generating "sticky," sustainable, core deposits
- ✓ Continue to bolster existing market share
- ✓ Hire seasoned lenders to scalable lending structure
- ✓ Continue to expand on specialized expertise in lending to government contractors and cannabis licensees

- ✓ Increased return on assets and return on equity
- ✓ Enhance net interest income
- ✓ Leverage strong infrastructure to enhance efficient growth

- ✓ Strong risk management culture
- ✓ Disciplined underwriting
- ✓ Constantly managing and overseeing credit quality

- ✓ Leverage technology to improve efficiencies across bank processes
- ✓ Financial technology partnerships to expand digital banking products and services to attract larger, sophisticated commercial clients

Well-Positioned in One of the Most Attractive Markets in the Nation...

Top 10 MSAs by Population

Rank	MSA	'26 MSA Pop. (M)	'26 - '31 Proj. Pop. Growth (%)	'26 Median HHI (\$)
1	New York-Newark-Jersey City, NY-NJ	20.05	1.21	105,148
2	Los Angeles-Long Beach-Anaheim, CA	12.91	(0.93)	102,146
3	Chicago-Naperville-Elgin, IL-IN	9.43	0.51	97,107
4	Dallas-Fort Worth-Arlington, TX	8.57	7.28	96,369
5	Houston-Pasadena-The Woodlands, TX	7.99	7.30	87,067
6	Miami-Fort Lauderdale-West Palm Beach, FL	6.57	5.67	86,866
7	Atlanta-Sandy Springs-Roswell, GA	6.50	4.21	95,870
8	Washington-Arlington-Alexandria, DC-VA-MD-WV	6.50	2.80	131,627
9	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	6.35	1.31	95,664
10	Phoenix-Mesa-Chandler, AZ	5.29	5.58	95,166

Community Highlights



Johns Hopkins University



Smithsonian National Museum



Washington Monument



Georgetown University

Note: Demographic data as of June 30, 2025

Source: S&P Global Market Intelligence, FDIC, Maryland Department of Labor, U.S. Bureau of Labor Statistics, CNBC

Vibrant Economy

- Washington, D.C. MSA and Baltimore MSA contain 20 and 3 Fortune 500 companies, respectively
- Virginia was ranked #1 state for business in 2024 by CNBC
- Among the 15 wealthiest counties in the United States by median household income, 5 are located in the Washington, D.C. MSA
- Numerous government contracting entities support government functions
- With over 13 banks acquired in these markets over the past five years, there is scarcity value for community banks in the market
- Northern Virginia has emerged as a major global technology hub, anchored by the world's largest concentration of data centers and a rapidly growing workforce of top-tier tech talent

Largest Employers



...With a Management Team that has Strong Ties to the Market

Intimate Knowledge of Clients, Credits, Markets, and Employees

- FVCB's executive management team consists of nine officers with over 301 years of combined experience in the Washington, D.C. metro area
- David Pijor was the founding Chairman of the Board of James Monroe Bancorp, which opened in June 1998 in Arlington, VA. He was instrumental in the growth and strategic direction of the bank until its sale to Mercantile Bankshares Corporation in 2006 for \$144 million

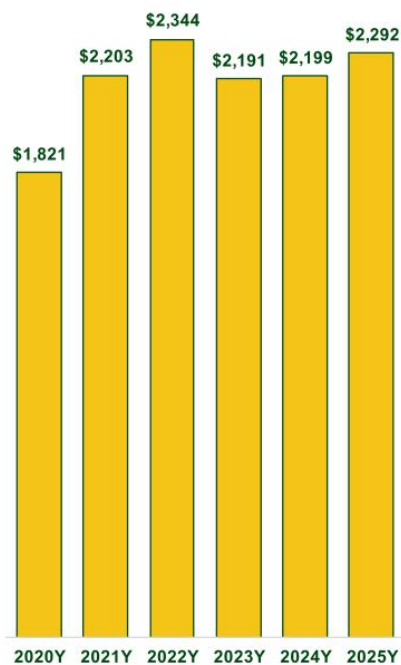
Name	Current Position	Prior Community Bank Experience	Years of Industry Experience	Years at FVCB
David W. Pijor, Esq.	Chairman & CEO, Company and Bank	James Monroe Bancorp	27	19
Patricia A. Ferrick	President, Company and Bank	Southern Financial Bancorp, Potomac Bank of Virginia	39	19
Jennifer L. Deacon	SEVP and Chief Financial Officer, Company and Bank	Cardinal Financial Corp.	29	9
Michael G. Nassy	SEVP and Chief Credit Officer, Company and Bank	City First Bank of DC, National Cooperative Bank	26	14
Michelle L. Buckles	EVP and Chief Risk Officer, Company and Bank	Sonabank	39	12
Alissa Curry Briggs	EVP and Chief Lending Officer, Company and Bank	Cardinal Financial Corp.	26	14
James C. Elliot	EVP and Commercial Lending Executive, Company and Bank	Virginia Commerce Bank	38	17
Sharon L. Jackson	EVP and Chief Banking Officer, Company and Bank	MainStreet Bank	40	10
Steffany Watson	EVP and Chief Services Officer, Bank	James Monroe Bank	37	18

Source: S&P Global Market Intelligence, Company Documents

Balance Sheet Trends

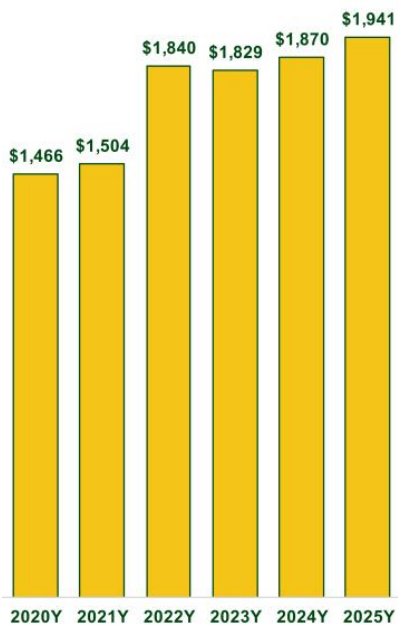
Relationship-Driven Model Continues to Create Balance Sheet Leverage

Total Assets (\$M)



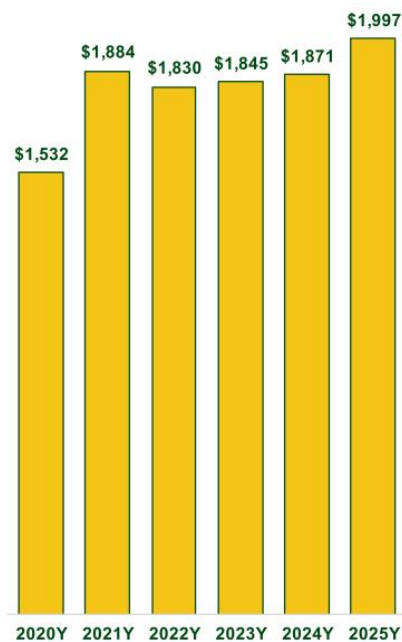
CAGR: 4.7%

Total Loans (Net of Fees) (\$M)



CAGR: 5.8%

Total Deposits (\$M)



CAGR: 5.4%

Source: S&P Global Market Intelligence

Financial Performance Trends

Stable Margin and Improving Returns Produce An Attractive Earnings Stream

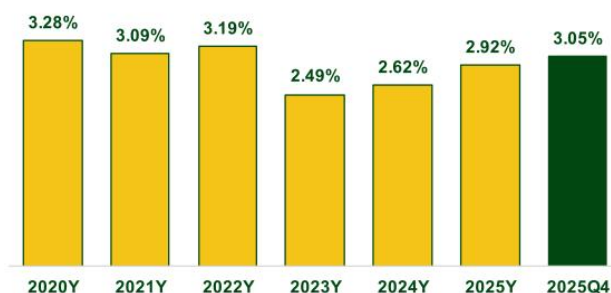
Core Return on Average Assets (%)¹



Core Return on Average Equity (%)¹



Net Interest Margin (%)



Core Efficiency Ratio (%)¹



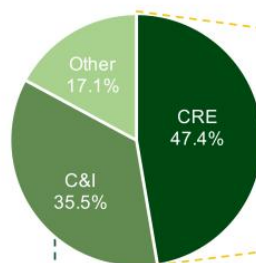
¹) Represents non-GAAP measures. Please see page 27 for reconciliation of non-GAAP measures to their most comparable financial measures prepared in accordance with GAAP
Source: S&P Global Market Intelligence, Company Documents

Disciplined, Low-Risk Commercial Balance Sheet

Well-Diversified Commercial Portfolio

As of December 31, 2025

C&I Portfolio	Balance (\$000s)	% of Portfolio	Yield
Commercial and Industrial	\$423,360	21.8%	7.98%
Owner Occupied CRE	266,317	13.7%	6.74%
Total C&I	\$689,677	35.5%	7.21%
Commercial Real Estate Portfolio	Balance (\$000s)	% of Portfolio	Yield
Non-Owner Occupied CRE	\$620,896	32.0%	4.63%
Multifamily	145,436	7.5%	5.06%
Construction & Development	153,006	7.9%	6.61%
Total CRE	\$919,338	47.4%	5.06%
Other Loans	Balance (\$000s)	% of Portfolio	Yield
Residential 1-4	\$215,272	11.1%	4.75%
Residential 1-4 Investment Property	58,442	3.0%	4.73%
Home Equity Lines	23,304	1.2%	6.80%
Other Loans	35,249	1.8%	7.59%
Total Other Loans	\$332,267	17.1%	5.13%
Total Loans (Net of Fees)	\$1,941,283	100.0%	6.00%



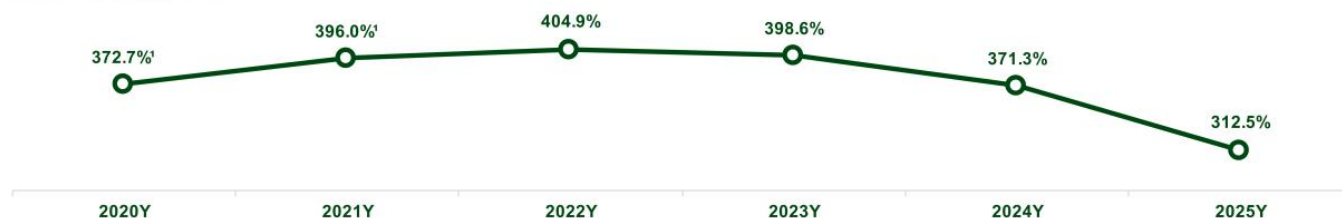
As of December 31, 2025 (\$000s)

CRE	\$927,417
C&D	\$156,960
Total Risk-Based Capital	\$296,779
CRE / Total RBC	312.5%
C&D / Total RBC	52.9%

As of December 31, 2025 (\$000s)

Government Contracting	\$232,960
Cannabis Related	\$193,575

CRE Concentration



1) Total risk-based capital for the years ended December 31, 2020 and December 31, 2021 estimated as Tier 1 capital plus allowance for loan and lease losses
 Note: Financial data shown as of or for the quarter ended December 31, 2025
 Source: S&P Global Market Intelligence, Company Documents

Disciplined, Low-Risk Commercial Balance Sheet (Cont.)

Commercial Portfolio by Asset Class

(\$000s)

Asset Class	Owner Occupied CRE ³			Non-Owner Occupied CRE ³			Construction		Totals	
	Avg. LTV ¹	# of Loans	Bank Owned Principal ²	Avg. LTV ¹	# of Loans	Bank Owned Principal ²	# of Loans	Bank Owned Principal ²	Bank Owned Principal ²	% of Total Loans
Office, Class A	67%	7	\$40,533	17%	1	\$2,894	-	\$--	\$43,426	
Office, Class B	49%	23	8,232	44%	22	44,776	-	--	53,008	
Office, Class C	46%	9	5,081	30%	7	7,568	2	942	13,591	
Office, Medical	33%	7	971	43%	5	24,616	1	13,583	39,170	
Subtotal		46	\$54,817		35	\$79,854	3	\$14,525	\$149,196	8%
Retail- Nbhd./Cmty. Shop	-	-	\$--	43%	32	\$91,965	-	\$--	\$91,965	
Retail- Restaurant	53%	4	4,331	40%	11	20,446	-	--	24,777	
Retail- Single Tenant	54%	5	1,823	42%	14	27,143	-	--	28,966	
Retail- Anchored, Other	-	-	--	51%	12	33,359	-	--	33,359	
Retail- Grocery-Anchored	-	-	--	40%	6	36,446	-	--	36,446	
Subtotal		9	\$6,154		75	\$209,359	--	\$--	\$215,513	12%
Multifamily, Class A (Mkt.)	-	-	\$--	30%	2	\$1,425	2	\$33,087	\$34,512	
Multifamily, Class B (Mkt.)	-	-	--	61%	18	63,092	-	--	63,092	
Multifamily, Class C (Mkt.)	-	-	--	53%	58	71,598	1	982	72,580	
Multifamily-Afford. Housing	-	-	--	36%	3	9,321	-	--	9,321	
Subtotal		--	\$--		81	\$145,436	3	\$34,069	\$179,505	10%
Industrial	47%	38	\$124,217	53%	29	\$114,780	-	\$--	\$238,997	
Warehouse	50%	8	6,951	27%	7	8,907	-	--	15,858	
Flex	49%	12	10,350	52%	13	54,939	2	--	65,289	
Subtotal		58	\$141,518		49	\$178,626	2	\$--	\$320,144	17%
Hotels	-	-	\$--	40%	7	\$35,383	1	\$7,635	\$43,018	2%
Mixed Use	44%	8	6,719	59%	27	44,965	-	--	51,684	3%
Land	-	-	1,680	1%	2	605	19	33,572	35,857	2%
1-4 Family Construction	-	-	--	-	-	--	14	48,406	48,406	2%
Other (Incl. Net Fees)	-	-	55,429	-	-	72,104	-	14,799	142,331	8%
Total			\$266,317			\$766,332		\$153,006	\$1,185,655	64%

Positioned for Growth

- Small average loan balance with low LTVs helps mitigate risk
- Expanded focus on government contracting provides large source of growth potential
- Twelve loan officers with deep connections to the markets (average experience of >21 years)
- Office portfolio has low refinance risk with \$15.5 million in maturing loans through 2026
- Only \$1.1 million office loans, or 0.06% of total loans, are located within Washington, D.C., none of which are located within the Central Business District

1) Loan-to-value is based on collateral valuation at origination date against current bank owned principal
2) Bank owned principal is not adjusted for deferred fees and costs
3) Minimum debt service coverage policy is 1.30x for owner occupied and 1.25x for non-owner occupied at origination

Note: Financial data as of December 31, 2025, unless otherwise stated
Source: Company Documents

Strong Credit Quality

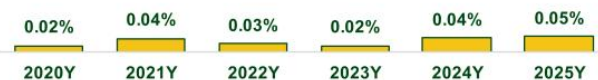
Proven History of Strong Credit Metrics

Nonaccrual Loans / Gross Loans, Net of Fees (%)

Increase in nonperforming loans at December 31, 2024 was primarily a result of one commercial real estate loan placed on nonaccrual during the fourth quarter of 2024, totaling \$10.3 million, with a \$468 thousand specific reserve



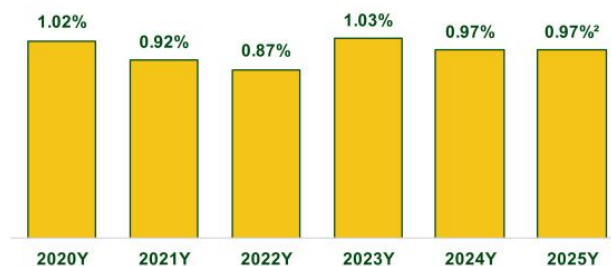
NCOs / Average Loans, Net of Fees (%)



NPAs / Total Assets (%)¹



ALL / Gross Loans, Net of Fees (%)



¹ Nonperforming assets defined as nonaccrual loans, loans contractually past due 90 days or more as principal or interest and still accruing, and real estate owned

² At December 31, 2025, ALL / Gross Loans, Net of Fees (%) is 1.00% when excluding the warehouse line to Atlantic Coast Mortgage, which FVCBankcorp, Inc. does not reserve against
Source: S&P Global Market Intelligence, Company Documents

Strong and Improving Core Deposit Base

- Full-service relationships continue to drive core deposit growth
- Growth in commercial accounts provide cross-selling opportunities with FVCB's technology investment
 - \$1.23 billion in commercial deposits across ~6,900 accounts with an average rate of 2.48%
 - Treasury management tools and high-touch service allows FVCB to compete for larger clients
- Unique deposit verticals focused on actively reducing the Bank's cost of funds
 - Approximately \$198 million in public funds at an average rate of 3.67%
 - ~\$97 million government contractor deposits at an average rate of 1.10%
 - ~\$130 million cannabis related deposits at an average rate of ~1.97%
- Noninterest-bearing deposits represent approximately 18% of total deposits

Deposit Portfolio Composition

As of 12/31/2025



MRQ Cost of Deposits: 2.68%

Deposit Composition by Delivery Channel as of 12/31/2025¹

(\$000s)	Commercial		Retail		Public		Wholesale	
	Balance	Wtd. Cost	Balance	Wtd. Cost	Balance	Wtd. Cost	Balance	Wtd. Cost
DDA	\$343,415	--	\$19,813	--	\$--	--	\$--	--
Now / Transactions	626,018	3.50%	13,457	0.26%	101,559	3.20%	--	--
Savings / MMDA	131,718	2.93%	181,209	2.92%	18,121	3.25%	--	--
Time Deposits	124,590	3.73%	74,395	3.59%	78,025	4.37%	\$284,957	3.58%
Total	\$1,225,741	2.48%	\$288,874	2.77%	\$197,705	3.67%	\$284,957	3.58%
\$1,997,277 Total Deposits 2.68% MRQ Total Cost of Deposits								

1) Deposit composition weighted cost based on period end account interest rates; Total cost of deposits is based on activity throughout the period
 Note: Financial data shown as of or for the quarter ended December 31, 2025, unless otherwise stated
 Source: S&P Global Market Intelligence, Company Documents

Current Liquidity Position

FVCBankcorp, Inc. (NASDAQ: FVCB)

• Sources of Liquidity at the Holding Company:

- \$1.2 million of cash as of December 31, 2025
- \$38.2 million of dividend capacity from the Bank without prior regulatory approval
- On January 15, 2026, the Company redeemed \$19 million of its subordinated notes due 2030

• Additional Capital Considerations:

- Share Repurchases:
 - In March 2025, FVCB renewed its share repurchase program, allowing for the Company to purchase up to 1,300,000 shares of common stock, up until the program's expiration on March 31, 2026
 - For the year ended December 31, 2025, FVCB repurchased 572,310 shares through the program
- Common Stock Dividends
 - In July 2025, FVCB announced the initiation of a quarterly dividend program to reflect its appreciation of and to return capital to its shareholders
 - FVCB paid a cash dividend of \$0.06 and \$0.06 for the quarters ended September 30, 2025 and December 31, 2025, respectively

FVCbank

• Sources of Liquidity at the Bank:

- \$464.4 million of secured lines of credit from the FHLB (\$130.0 million outstanding)¹
- \$256.7 million borrowing capacity from the FRB (\$0.0 million drawn)²
- \$209.2 million of unsecured lines of credit (\$0.0 million drawn)

Total uninsured deposits (net of collateralized deposits) of \$697.0 million, or 35% of total deposits

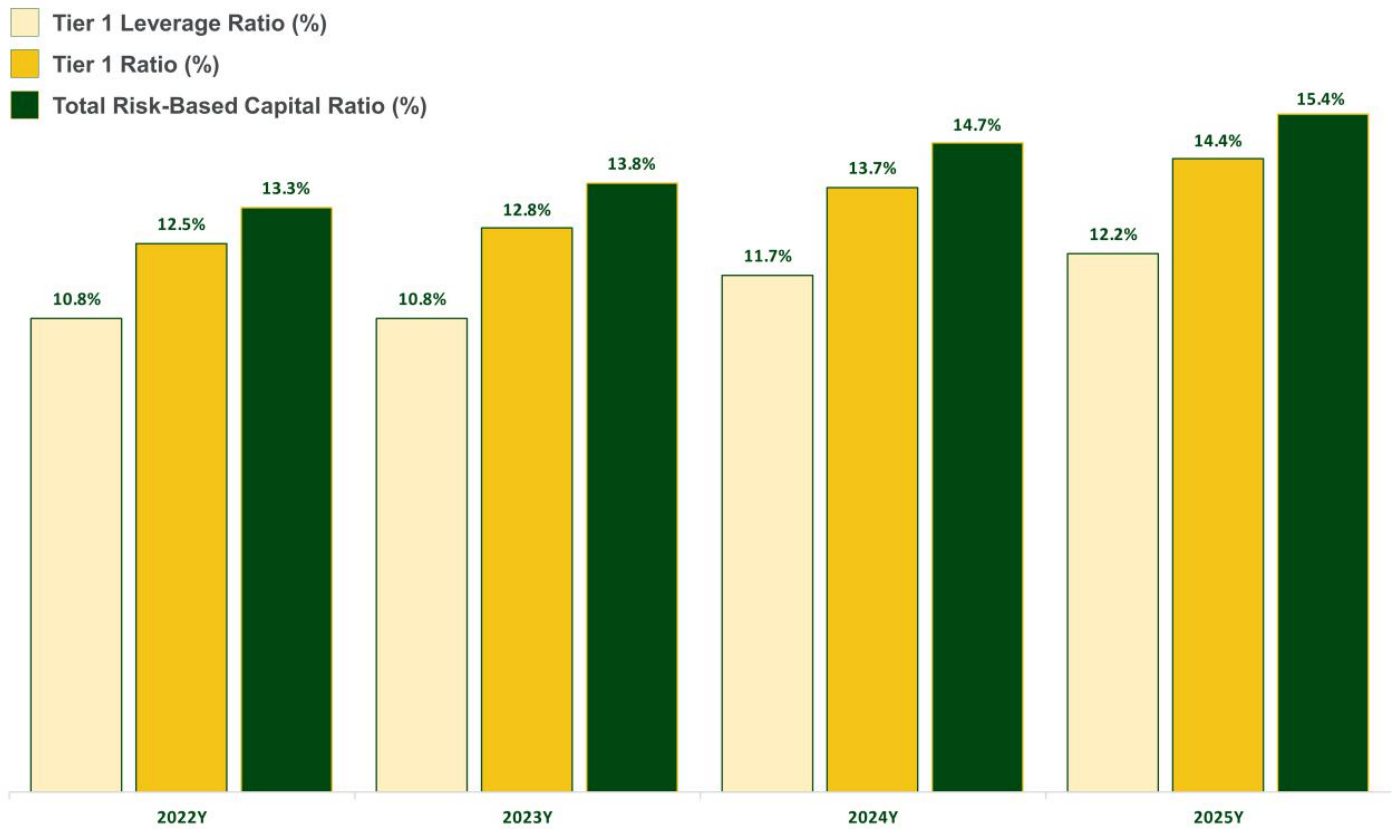
Stress testing is performed quarterly, with assumptions of both systemic and idiosyncratic risks

Stress testing performed as of December 31, 2025 demonstrated a strong liquidity position in all tested scenarios

1) The Bank has pledged a portion of the commercial real estate and residential loan portfolio to the FHLB to obtain a letter of credit to secure public funds
2) The Bank has pledged a portion of the commercial and industrial loan portfolio to the FRB to secure the line of credit

Note: Data shown as of December 31, 2025, unless otherwise stated
Source: S&P Global Market Intelligence, Company Documents

Historical Bank Capital Position



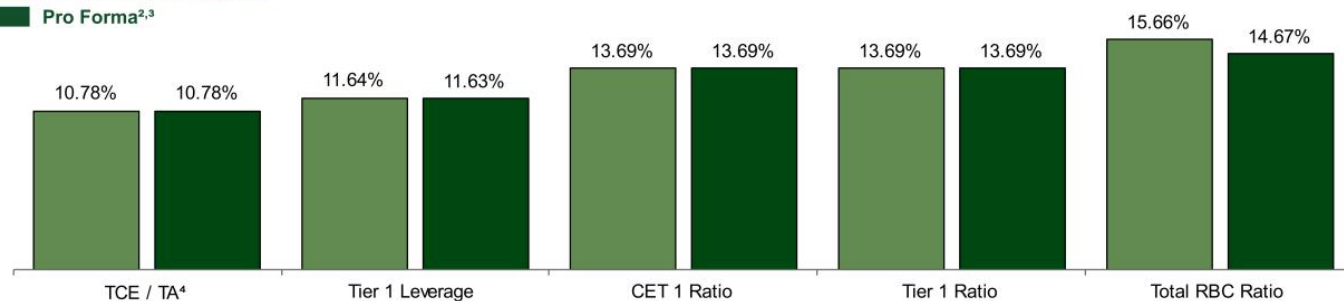
Note: Represents Call Report financial data
Source: S&P Global Market Intelligence, Company Documents

Pro Forma Capital Position

Estimated Consolidated Capital Ratios¹

■ As of December 31, 2025

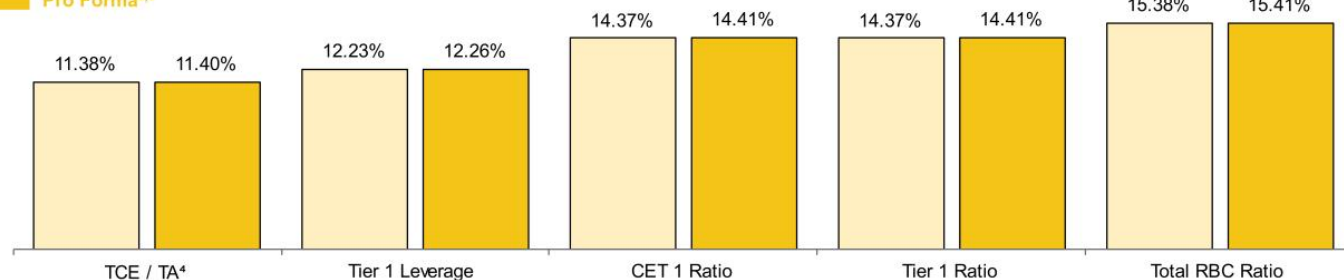
■ Pro Forma^{2,3}



Bank Level Capital Ratios

■ As of December 31, 2025

■ Pro Forma^{2,3}



1) FVCB, as a small bank holding company, is not currently required to file holding company FR Y-9C regulatory financial statements. As a result, FVCB does not submit holding company regulatory capital ratios and ratios shown are illustrative

2) Assumes a \$20 million senior notes issuance and \$400 thousand of offering expenses; Assumes 100% of net proceeds are downstreamed to the Bank

3) Adjusted for FVCB's January 15, 2026 redemption of \$19.0 million outstanding subordinated debt

4) Tangible common equity and tangible assets represent non-GAAP measures. Please see page 28 for reconciliation of non-GAAP measures to their most comparable financial measure prepared in accordance with GAAP

Note: Assumes 20% risk-weighting on new assets; All offering assumptions are for illustrative purposes only
Source: S&P Global Market Intelligence, Company Documents

Double Leverage and Interest Coverage

(\$000s)		For the Year Ended December 31,			MRQ	Illustrative MRQ		Pro Forma MRQ
		2022	2023	2024	12/31/2025	Adjustments ¹	Issuance ²	12/31/2025
Double Leverage	Investment in Subsidiaries	\$214,382	\$227,657	\$245,064	\$266,740	(\$19,000)	\$19,600	\$267,340
	Consolidated Equity	\$202,382	\$217,117	\$235,354	\$253,600	--	--	\$253,600
	Double Leverage Ratio	105.9%	104.9%	104.1%	105.2%	--	--	105.4%
Interest Coverage	Total Deposit Interest Expense	\$12,468	\$47,346	\$53,207	\$13,206	--	--	\$13,206
	Interest Expense on Outstanding Subordinated Notes	\$1,030	\$1,030	\$1,027	\$398	(\$398)	--	--
	Interest Expense on Other Borrowings	\$1,940	\$3,843	\$3,489	\$55	--	--	\$55
	Interest Expense on New Senior Notes ³	--	--	--	--	--	\$325	\$325
	Total Interest Expense	\$15,438	\$52,219	\$57,723	\$13,659	(\$398)	\$325	\$13,586
	Pre-Tax Income (GAAP)	\$30,989	\$4,232	\$22,297	\$7,405	\$398	(\$325)	\$7,478
	Adjusted Pre-Tax Income (Non-GAAP) ⁴	\$31,114	\$20,266	\$24,674	\$7,467	\$398	(\$325)	\$7,540
	Interest Coverage Based on Pre-Tax Income:							
	Including Deposit Expense	3.0x	1.1x	1.4x	1.5x	--	--	1.6x
	Excluding Deposit Expense	11.4x	1.9x	5.9x	17.3x	--	--	20.7x
	Interest Coverage Based on Adjusted Pre-Tax Income:							
	Including Deposit Expense	3.0x	1.4x	1.4x	1.5x	--	--	1.6x
	Excluding Deposit Expense	11.5x	5.2x	6.5x	17.5x	--	--	20.8x

1) On January 15, 2026, FVCB redeemed its \$19.0 million outstanding subordinated debt. Since October 15, 2025, the subordinated notes carried a floating interest rate of three-month SOFR plus 471.0 bps.

2) Assumes a \$20 million senior notes issuance and \$400 thousand of offering expenses; Assumes 100% of net proceeds are downstreamed to the Bank.

3) Interest expense on new senior notes assumes 6.50% annual coupon.

4) Represents non-GAAP measure. Please see page 28 for reconciliation of non-GAAP measures to their most comparable financial measures prepared in accordance with GAAP.

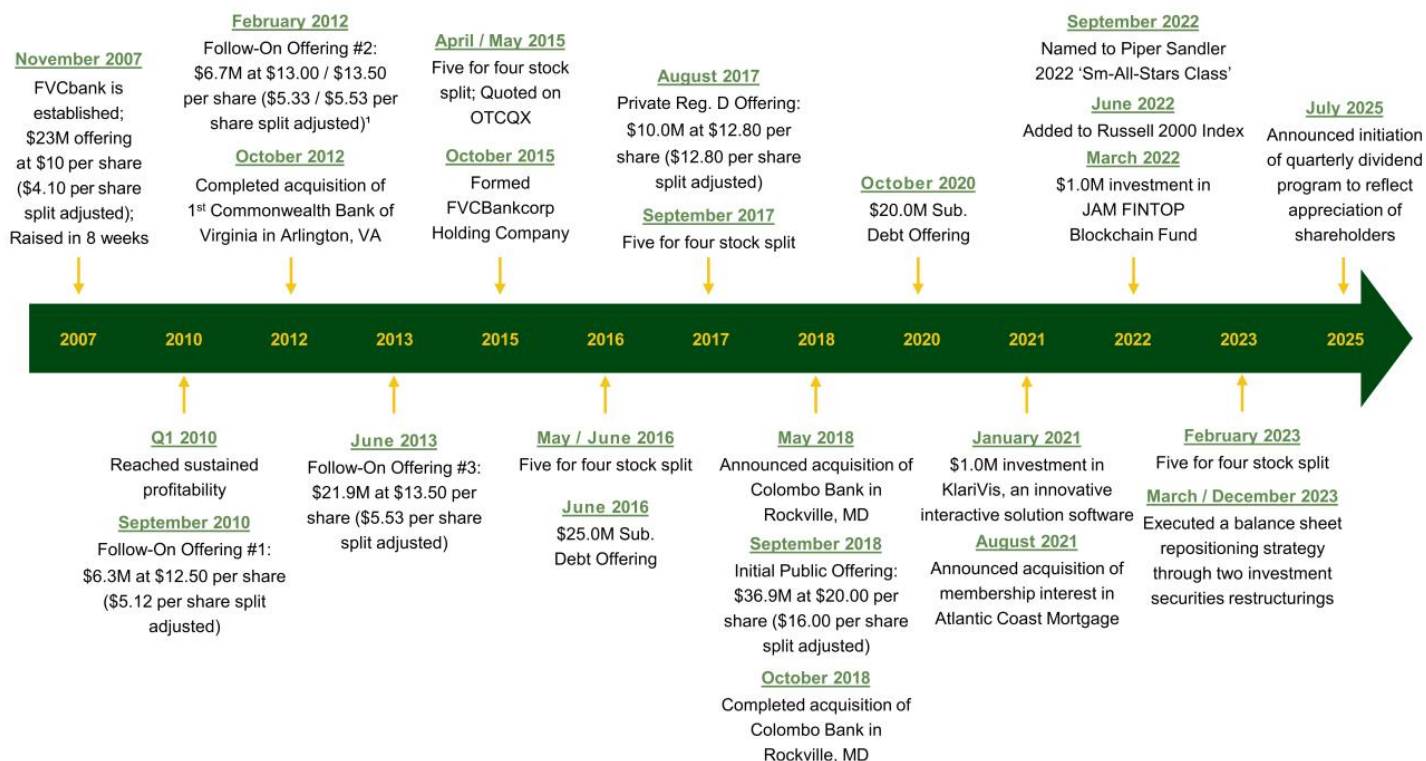
Note: All offering assumptions are for illustrative purposes only.
Source: S&P Global Market Intelligence, Company Documents

Appendix: Additional Materials

FVCBankcorp, Inc.

Franchise History

Since inception, FVCbank has successfully executed a strategic plan focused on organic growth and opportunistic acquisitions without compromising asset quality or financial discipline.



¹) \$13.00 for existing shareholders, \$13.50 for new shares offered to the public
Source: S&P Global Market Intelligence, Company documents

Dedicated Board of Directors with Complementary Backgrounds

David Pijor Chairman & CEO

- Served as Chairman of the Board and CEO of FVCB since its organization
- Lead organizer, Chairman of the Board and General Counsel of James Monroe Bank, from its inception to its sale to Mercantile Bankshares

L. Burwell Gunn Jr. Vice Chairman

- Served as Vice Chairman of the Board of FVCB since 2015
- Served as President and COO of FVCB from 2008 to 2013
- Served as CEO and President of Cardinal Bank from 1997 to 1999

Patricia Ferrick President & Director

- Serves as President of the Bank and Company
- CFO and EVP from FVCB's inception until June 2017
- Former auditor at KPMG

Scott Laughlin Director

- Co-owner of LMO Advertising
- Advisor at First Juice, Inc. and Ardent Capital

Marc Duber Director

- EVP and COO of The Bernstein Companies
- Serves as Director of MedStar Health, Inc.
- Served as Chairman of the Board of Trustees – American University

Devin Satz Director

- Founder of Synchronous Knowledge, Inc. until its sale to IMS Health Incorporated in 2005
- Retired from the U.S. Air Force in 1999

Lawrence Schwartz Director

- Retired Partner with PBMares LLP
- Former Director of Annapolis Bancorp

Meena Krishnan Director

- Founder, President and Chief Executive Officer of Inoventures, LLC and SciMetrika, LLC, a subsidiary of Inoventures, LLC

Sidney Simmonds Director

- President of Simmonds & Klima, Ltd
- Served as Chairman of the Board at 1st Commonwealth Bank of Virginia
- Served as Director of Bank of Northern Virginia

Daniel Testa Director

- Owner, President and CEO of TCI since 1980
- Serves as Director of Advanced Solutions International

Phillip Wills III Director

- Manages various Wills family real estate development firms
- Co-founded Church Investments and Consolidated Green Services

Steven Wiltse Director

- Partner and Co-founder of Argy, Wiltse & Robinson, P.C.
- Served as Director at Cardinal Financial Corp

Summary of Securities Portfolio



	Book Value			Market Value	
Product	(\$000s)	% of Total BV of Securities	Unrealized Gain / (Loss)	(\$000s)	% of Total MV of Securities
Securities Available for Sale:					
Agency	\$9,999	5.6%	(\$882)	\$9,116	5.9%
CMBS	4,811	2.7%	32	4,843	3.2%
CMO	3,193	1.8%	(560)	2,633	1.7%
Corporate	16,000	9.0%	(1,228)	14,772	9.6%
MBS	144,102	80.6%	(22,657)	121,445	79.2%
Muni. Taxable	358	0.2%	(46)	312	0.2%
SBA	40	0.0%	(2)	38	0.0%
Total Securities Available for Sale	\$178,503	99.9%	(\$25,344)	\$153,159	99.8%
Securities Held to Maturity:					
Muni. Tax-Exempt	\$265	0.1%	(\$3)	\$261	0.2%
Total Securities Held to Maturity	\$265	0.1%	(\$3)	\$261	0.2%
Total Securities	\$178,768		(\$25,347)	\$153,421	

Note: Available for sale securities are carried at market value and held to maturity securities are carried at book value on the Company's balance sheet; Financial data as of December 31, 2025
Source: S&P Global Market Intelligence, Company Documents

5-Year Loan History

(\$000s)	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025
C&I Portfolio						
Commercial & Industrial	\$265,866	\$196,428	\$241,510	\$219,873	\$336,662	\$423,360
Owner Occupied CRE	182,851	190,334	206,766	212,889	188,182	266,317
Total C&I	\$448,717	\$386,762	\$448,276	\$432,762	\$524,844	\$689,677
Commercial Real Estate Portfolio						
Non-Owner Occupied CRE	\$532,956	\$597,889	\$703,620	\$711,759	\$693,637	\$620,896
Multifamily	74,525	112,547	187,631	166,985	156,488	145,436
Construction & Development	221,469	190,917	147,855	147,998	162,367	153,006
Total CRE	\$828,950	\$901,353	\$1,039,106	\$1,026,742	\$1,012,493	\$919,338
Other Loans						
Home Equity Lines	\$64,478	\$45,780	\$37,907	\$32,796	\$24,762	\$23,304
Residential 1-4	104,470	156,581	305,803	330,521	300,551	273,714
Other Loans	19,468	13,373	9,342	5,743	7,586	35,249
Total Other	\$188,416	\$215,734	\$353,052	\$369,060	\$332,899	\$332,267
Total Loans (Net of Fees)	\$1,466,083	\$1,503,849	\$1,840,434	\$1,828,564	\$1,870,235	\$1,941,283
CRE / Total Risk-Based Capital	372.7%¹	396.0%¹	404.9%	398.6%	371.3%	312.5%

1) Total risk-based capital for the years ended December 31, 2020 and December 31, 2021 estimated as Tier 1 capital plus allowance for loan and lease losses
Source: S&P Global Market Intelligence, Company Documents

Historical Income Statement

(\$000s)	For the Year Ended					For the Quarter Ended			
	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	03/31/2025	06/30/2025	09/30/2025	12/31/2025
Interest Income	\$68,428	\$80,682	\$106,615	\$113,313	\$118,397	\$28,557	\$29,430	\$29,827	\$30,583
Interest Expense	10,481	15,438	52,219	57,723	\$54,628	13,505	13,671	13,794	13,659
Net Interest Income	\$57,947	\$65,244	\$54,396	\$55,589	\$63,769	\$15,052	\$15,759	\$16,033	\$16,925
Provision for Loan Losses	(\$500)	\$2,629	\$342	\$98	\$1,628	\$154	\$161	\$376	\$939
Provision for Unfunded & Other Financial Losses	--	--	(210)	(92)	(39)	46	(56)	(1)	(30)
Provision for Credit Losses	(\$500)	\$2,629	\$132	\$6	\$1,589	\$200	\$105	\$375	\$909
Noninterest Income									
Service Charges on Deposits	\$1,028	\$954	\$1,028	\$1,126	\$1,248	\$270	\$282	\$321	\$376
Gain on Sale of Loans	--	--	--	--	--	--	--	--	--
Loan Fees & Charges	110	232	388	185	220	77	33	35	76
Bank-Owned Life Insurance Revenue	994	1,200	1,452	397	289	70	71	73	74
Valuation Adj. of Minority Investment	--	--	(1,258)	--	--	--	--	--	--
Other Noninterest Income	2,170	448	597	826	1,880	254	622	604	400
Total Noninterest Income	\$4,302	\$2,834	\$2,206	\$2,534	\$3,637	\$671	\$1,008	\$1,033	\$926
Nonrecurring Revenue (Expense)	--	--	(\$16,033)	--	--	--	\$154	--	--
Noninterest Expense									
Compensation & Benefits	\$18,980	\$20,316	\$20,643	\$18,752	\$20,125	\$4,783	\$5,036	\$5,115	\$5,192
Occupancy & Equipment	3,290	3,252	3,605	2,027	2,108	509	539	520	520
Marketing & Promotion Expense	220	483	724	969	796	169	249	211	167
Professional Fees	1,489	1,210	858	927	1,147	242	328	294	283
Amort. of Intangibles & Goodwill Impairment	305	262	205	165	125	35	32	30	27
Foreclosure & Repo	(236)	--	--	--	--	--	--	--	--
Other Expense	10,492	8,937	10,170	12,980	13,269	3,395	3,244	3,302	3,348
Total Noninterest Expense	\$34,540	\$34,460	\$36,205	\$35,820	\$37,570	\$9,133	\$9,428	\$9,472	\$9,537
Pre-Tax Net Income	\$28,209	\$30,989	\$4,232	\$22,297	\$28,247	\$6,390	\$7,234	\$7,219	\$7,405
Provision for Income Taxes	6,276	6,005	410	7,233	6,190	1,225	1,567	1,640	1,758
Net Income	\$21,933	\$24,984	\$3,822	\$15,064	\$22,057	\$5,165	\$5,667	\$5,579	\$5,647

Source: S&P Global Market Intelligence, Company Documents

Historical Balance Sheet

(\$000s)	For the Year Ended					For the Quarter Ended			
	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	03/31/2025	06/30/2025	09/30/2025	12/31/2025
Assets									
Total Cash & Cash Equivalents	\$240,958	\$81,553	\$60,522	\$90,950	\$127,631	\$123,930	\$135,132	\$228,924	\$127,631
Available for Sale Securities	357,774	278,069	171,595	156,475	153,159	158,717	156,864	156,900	153,159
Held to Maturity Securities	264	264	264	265	265	265	265	265	265
Other Securities	6,372	15,612	9,488	8,186	5,446	7,774	7,774	7,774	5,446
Total Securities	364,410	293,945	181,347	164,926	158,870	166,756	164,903	164,939	158,870
Loans (Net of Fees), HFI	1,503,849	1,840,434	1,828,564	1,870,235	1,941,283	1,882,133	1,869,098	1,858,422	1,941,283
Loan Loss Reserve	13,829	16,040	18,871	18,129	18,886	18,422	18,065	17,943	18,886
Total Net Loans	1,490,020	1,824,394	1,809,693	1,852,106	1,922,396	1,863,711	1,851,033	1,840,479	1,922,396
Goodwill	7,157	7,157	7,157	7,157	7,157	7,157	7,157	7,157	7,157
Core Deposit Intangibles	895	633	428	263	138	228	195	165	138
Total Intangible Assets	8,052	7,790	7,585	7,420	7,295	7,385	7,352	7,322	7,295
Fixed Assets	11,751	10,900	9,392	7,982	6,756	7,593	7,570	7,148	6,756
Interest Receivable	8,074	9,435	10,321	10,315	10,277	10,114	10,179	9,969	10,277
Prepaid Expense	1,393	3,273	3,506	3,413	3,311	3,537	4,822	4,083	3,311
Bank-Owned Life Insurance	39,171	55,371	56,823	9,219	9,508	9,289	9,361	9,434	9,508
Deferred Tax Assets, Net	8,629	18,533	14,823	13,273	12,251	12,870	12,997	12,539	12,251
Other Assets	30,466	39,128	36,546	39,346	33,960	35,612	33,901	34,215	33,960
Total Other Assets	99,484	136,640	131,411	83,548	76,063	79,015	78,830	77,388	76,063
Total Assets	\$2,202,924	\$2,344,322	\$2,190,558	\$2,198,950	\$2,292,256	\$2,240,797	\$2,237,250	\$2,319,052	\$2,292,256
Liabilities									
Noninterest-Bearing Deposits	\$581,293	\$438,269	\$396,724	\$365,666	\$363,228	\$367,124	\$356,208	\$374,414	\$363,228
Interest-Bearing Deposits	1,302,476	1,391,893	1,448,568	1,504,939	1,634,049	1,539,497	1,547,264	1,603,468	1,634,049
Total Deposits	1,883,769	1,830,162	1,845,292	1,870,605	1,997,277	1,906,621	1,903,472	1,977,882	1,997,277
FHLB Borrowings	25,000	235,000	85,000	50,000	--	50,000	50,000	50,000	--
Other Senior Debt	11,111	40,394	9,241	7,638	6,485	7,271	7,283	6,877	6,485
Subordinated Debt	19,510	19,565	19,620	18,695	18,750	18,709	18,723	18,737	18,750
Total Debt	55,621	294,959	113,861	76,333	25,235	75,980	76,006	75,614	25,235
Other Liabilities	53,738	16,819	14,288	16,658	22,158	15,868	14,609	15,752	22,158
Total Liabilities	\$1,993,128	\$2,141,940	\$1,973,441	\$1,963,596	\$2,038,656	\$1,998,469	\$1,994,087	\$2,069,248	\$2,038,656
Equity									
Common Stock	\$137	\$175	\$178	\$182	\$179	\$184	\$180	\$181	\$179
Additional Paid-in-Capital	121,798	123,886	125,209	127,471	122,144	127,898	123,450	123,960	122,144
Retained Earnings	89,904	114,888	115,890	130,967	150,858	136,132	141,799	146,294	150,858
Accumulated Other Comprehensive Income (Loss)	(2,043)	(36,567)	(24,160)	(23,266)	(19,581)	(21,886)	(22,266)	(20,631)	(19,581)
Total Equity	\$209,796	\$202,382	\$217,117	\$235,354	\$253,600	\$242,328	\$243,163	\$249,804	\$253,600
Total Liabilities & Equity	\$2,202,924	\$2,344,322	\$2,190,558	\$2,198,950	\$2,292,256	\$2,240,797	\$2,237,250	\$2,319,052	\$2,292,256

Source: S&P Global Market Intelligence, Company Documents

Non-GAAP Reconciliation

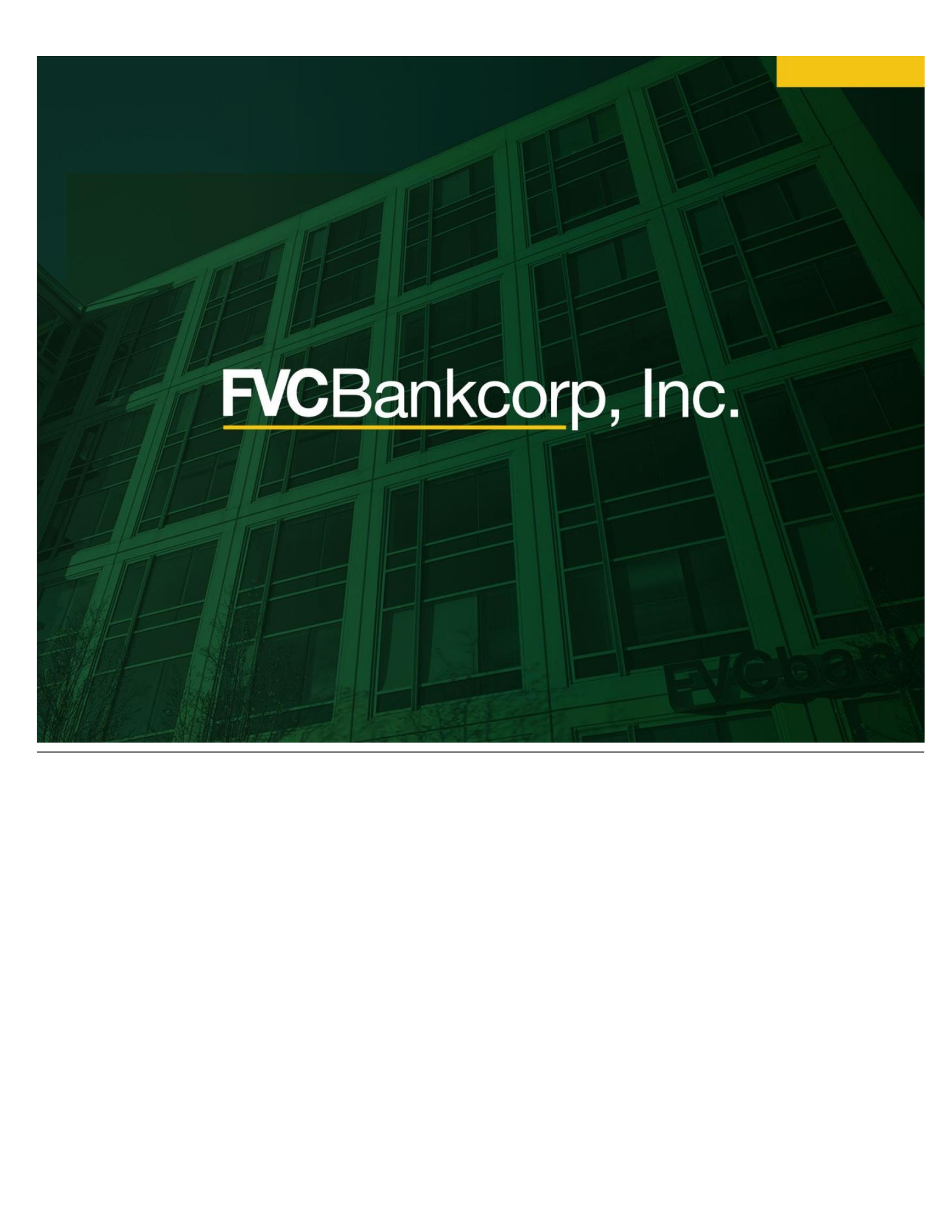
(\$000s)	For the Year Ended						For the Quarter Ended			
	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	03/31/2025	06/30/2025	09/30/2025	12/31/2025
Reconciliation of Net Income (GAAP) to Core Bank Operating Earnings (Non-GAAP)										
GAAP Net Income	\$15,501	\$21,933	\$24,984	\$3,822	\$15,064	\$22,057	\$5,165	\$5,667	\$5,579	\$5,647
(Gain) Loss on Sale of Investment Securities	(141)	--	--	15,577	(9)	--	--	--	--	--
(Gain) Loss on Termination of Derivative Instruments	--	--	--	--	--	(91)	--	(154)	--	62
Nonrecurring Tax & Penalty on Early Surrender of BOLI Policies	--	--	--	--	2,386	--	--	--	--	--
Office Space Reduction & Severance Costs	--	--	--	457	--	--	--	--	--	--
Merger & Acquisition Expense	--	1,445	125	--	--	--	--	--	--	--
Accelerated Debt Issuance Costs	--	380	--	--	--	--	--	--	--	--
(Gain) Loss on Sales of Other Real Estate Owned	--	(236)	--	--	--	--	--	--	--	--
Impairment on Branch Closures	676	--	--	--	--	--	--	--	--	--
Income Tax Benefit Associated with Non-GAAP Adjustments	(112)	(358)	(28)	(3,527)	--	21	--	35	--	(14)
Core Bank Operating Earnings (Non-GAAP)	\$15,924	\$23,164	\$25,081	\$16,329	\$17,441	\$21,986	\$5,165	\$5,548	\$5,579	\$5,695
Average Assets	\$1,708,862	\$1,978,220	\$2,125,066	\$2,272,594	\$2,175,987	\$2,231,297	\$2,201,982	\$2,229,432	\$2,239,138	\$2,253,977
Average Equity	\$182,818	\$200,886	\$202,480	\$209,909	\$226,845	\$245,338	\$240,022	\$242,008	\$246,543	\$252,628
Return on Average Assets (Non-GAAP Core Bank Operating Earnings)	0.93%	1.17%	1.18%	0.72%	0.80%	0.99%	0.94%	1.00%	1.00%	1.01%
Return on Average Equity (Non-GAAP Core Bank Operating Earnings)	8.71%	11.53%	12.39%	7.78%	7.69%	8.96%	8.61%	9.17%	9.05%	9.02%
Core Bank Operating Earnings (Non-GAAP)	\$15,924	\$23,164	\$25,081	\$16,329	\$17,441	\$21,986	\$5,165	\$5,548	\$5,579	\$5,695
Income Tax Expense	4,156	6,276	6,005	410	7,233	6,190	1,225	1,567	1,640	1,758
Less: Income Tax Benefit Associated with Non-GAAP Adjustments	(112)	(358)	(28)	(3,527)	--	21	--	35	--	(14)
Adjusted Pre-Tax Income (Non-GAAP)	\$20,192	\$29,798	\$31,114	\$20,266	\$24,674	\$28,155	\$6,390	\$7,080	\$7,219	\$7,467
Noninterest Expense	\$30,838	\$34,540	\$34,460	\$36,662	\$35,820	\$37,570	\$9,133	\$9,428	\$9,472	\$9,537
Merger & Acquisition Expense	--	(1,445)	(125)	--	--	--	--	--	--	--
Impairment on Branch Closures	(676)	--	--	--	--	--	--	--	--	--
Accelerated Debt Issuance Costs	--	(380)	--	--	--	--	--	--	--	--
Office Space Reduction & Severance Costs	--	--	--	(457)	--	--	--	--	--	--
Operating Noninterest Expense	\$30,162	\$32,715	\$34,335	\$36,205	\$35,820	\$37,570	\$9,133	\$9,428	\$9,472	\$9,537
Noninterest Income	\$2,891	\$4,302	\$2,834	(\$13,370)	\$2,534	\$3,637	\$671	\$1,008	\$1,033	\$926
(Gain) Loss on Sales of Other Real Estate Owned	--	(236)	--	--	--	--	--	--	--	--
(Gain) Loss on Sale of Investment Securities	(141)	--	--	15,577	(9)	--	--	--	--	--
(Gain) Loss on Termination of Derivative Instruments	--	--	--	--	--	(91)	--	(154)	--	62
Operating Noninterest Income	\$2,750	\$4,066	\$2,834	\$2,207	\$2,525	\$3,546	\$671	\$854	\$1,033	\$988
Net Interest Income	\$52,620	\$57,947	\$65,244	\$54,396	\$55,589	\$63,769	\$15,052	\$15,759	\$16,033	\$16,925
Core Efficiency Ratio	54.47%	52.76%	50.43%	63.96%	61.63%	55.81%	58.08%	56.74%	55.50%	53.24%

Source: Company Documents

Non-GAAP Reconciliation (Cont.)

(\$000s)	For the Year Ended						For the Quarter Ended			
	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	03/31/2025	06/30/2025	09/30/2025	12/31/2025
Reconciliation of Consolidated TCE / TA (Non-GAAP)										
Total Stockholders' Equity (Consolidated)	\$189,500	\$209,796	\$202,382	\$217,117	\$235,354	\$253,600	\$242,328	\$243,163	\$249,804	\$253,600
Less: Goodwill and Intangibles, Net	(8,357)	(8,052)	(7,790)	(7,585)	(7,420)	(7,295)	(7,385)	(7,352)	(7,322)	(7,295)
Tangible Common Equity (Consolidated)	\$181,143	\$201,744	\$194,592	\$209,532	\$227,934	\$246,305	\$234,943	\$235,811	\$242,482	\$246,305
Total Assets (Consolidated)	\$1,821,481	\$2,202,924	\$2,344,322	\$2,190,558	\$2,198,950	\$2,292,256	\$2,240,797	\$2,237,250	\$2,319,052	\$2,292,256
Less: Goodwill and Intangibles, Net	(8,357)	(8,052)	(7,790)	(7,585)	(7,420)	(7,295)	(7,385)	(7,352)	(7,322)	(7,295)
Tangible Assets (Consolidated)	\$1,813,124	\$2,194,872	\$2,336,532	\$2,182,973	\$2,191,530	\$2,284,961	\$2,233,412	\$2,229,898	\$2,311,730	\$2,284,961
Consolidated Tangible Common Equity / Tangible Assets	9.99%	9.19%	8.33%	9.60%	10.40%	10.78%	10.52%	10.57%	10.49%	10.78%
Reconciliation of Bank Level TCE / TA (Non-GAAP)										
Total Stockholders' Equity (Bank Level)	\$222,531	\$223,043	\$214,382	\$227,657	\$245,064	\$266,740	\$251,979	\$255,609	\$262,110	\$266,740
Less: Goodwill and Intangibles, Net	(8,357)	(8,052)	(7,790)	(7,585)	(7,420)	(7,295)	(7,385)	(7,352)	(7,322)	(7,295)
Tangible Common Equity (Bank Level)	\$214,174	\$214,991	\$206,592	\$220,072	\$237,644	\$259,445	\$244,594	\$248,257	\$254,788	\$259,445
Total Assets (Bank Level)	\$1,818,306	\$2,198,015	\$2,338,603	\$2,183,294	\$2,193,460	\$2,287,755	\$2,235,305	\$2,232,750	\$2,314,550	\$2,287,755
Less: Goodwill and Intangibles, Net	(8,357)	(8,052)	(7,790)	(7,585)	(7,420)	(7,295)	(7,385)	(7,352)	(7,322)	(7,295)
Tangible Assets (Bank Level)	\$1,809,949	\$2,189,963	\$2,330,813	\$2,175,709	\$2,186,040	\$2,280,460	\$2,227,920	\$2,225,398	\$2,307,228	\$2,280,460
Bank Level Tangible Common Equity / Tangible Assets	11.83%	9.82%	8.86%	10.11%	10.87%	11.38%	10.98%	11.16%	11.04%	11.38%

Source: Company Documents

The image features a low-angle, upward-looking perspective of a modern multi-story office building with a grid of windows. The entire image is overlaid with a dark green tint. In the top right corner, there is a solid yellow rectangular block. The text "FVCBankcorp, Inc." is centered in white, with a thin yellow horizontal line underlining the word "FVC".

FVCBankcorp, Inc.

PRESS RELEASE

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FOR IMMEDIATE RELEASE – February 11, 2026

**FVCBankcorp, Inc. Announces
Completion of \$25 Million Senior Notes Offering**

Fairfax, VA-FVCBankcorp, Inc. (NASDAQ:FVCB) (the “Company”) today announced the completion of its private placement of \$25 million of its 6.75% Fixed Rate Senior Unsecured Notes due March 1, 2029 (the “Notes”) to certain qualified institutional buyers and accredited investors. The Notes were rated BBB (low) by Morningstar DBRS.

“We are extremely pleased with the success of this transaction,” said David W. Pijor, Chairman and CEO of the Company. “This offering was oversubscribed, which demonstrates the confidence our investors have in our financial strength. The notes issuance allows us to be supportive of the communities we serve through continued organic and strategic growth of the Company.”

The Notes have a maturity date of March 1, 2029 and carry a fixed rate of interest of 6.75%. The Notes include a right of prepayment without penalty on or after March 1, 2028, or earlier upon certain specified events.

The Company plans to use the proceeds from the placement of the Notes for general corporate purposes, to include supporting capital ratios at the Company’s subsidiary, FVCbank. On January 15, 2026, the Company redeemed its \$19 million outstanding subordinated debt, which had reverted from fixed rate to floating rate paying 3-month SOFR plus 471 basis points, or 8.59%.

Piper Sandler & Co. served as the sole placement agent for the offering. Williams Mullen served as legal counsel to the Company and Troutman Pepper Locke LLP served as legal counsel to Piper Sandler & Co.

This press release is for informational purposes only and shall not constitute an offer to sell, or the solicitation of an offer to buy, any security, nor shall there be any sale in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The Notes have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The indebtedness evidenced by the Notes is not a

deposit and is not insured by the Federal Deposit Insurance Corporation or any other government agency or fund.

About FVCBankcorp, Inc.

FVCBankcorp, Inc. is the holding company for FVCbank, a wholly-owned subsidiary that commenced operations in November 2007. FVCbank is a \$2.29 billion asset-sized Virginia-chartered community bank serving the banking needs of commercial businesses, nonprofit organizations, professional service entities, their owners and employees located in the greater Baltimore and Washington, D.C. metropolitan areas. FVCbank is based in Fairfax, Virginia, and has 8 full-service offices in Arlington, Fairfax, Manassas, Reston and Springfield, Virginia, Washington, D.C., and Baltimore, and Bethesda, Maryland.

For more information about the Company, please visit the Investor Relations page of FVCBankcorp, Inc.'s website, www.fvcbank.com.
