

February 13, 2025

VIA CERTIFIED MAIL

Broadridge Corporate Issuer Solutions, LLC
51 Mercedes Way
Edgewood, NY 11717
Attn: Corporate Actions Department

Re: Warrants

Ladies and Gentlemen:

Reference is made to (a) the Warrant Agreement, dated as of August 23, 2018, by and between BM Technologies, Inc. (formerly known as Megalith Financial Acquisition Corp.), a Delaware corporation (the “**Company**”), and Broadridge Corporate Issuer Solutions, LLC (as assignee), a Pennsylvania corporation, as the warrant agent (the “**Warrant Agent**”) (as amended, the “**Warrant Agreement**”), and (b) the Agreement and Plan of Merger, dated as of October 24, 2024, by and among the Company, First Carolina Bank, a North Carolina state-chartered bank (“**Parent**”), and Double Eagle Acquisition Corp, Inc., a Delaware corporation and wholly owned subsidiary of Parent (the “**Merger Agreement**”). Capitalized terms used but not otherwise defined in this notice shall have the meanings ascribed thereto in the Warrant Agreement.

Pursuant to Sections 4.4 and 4.5 of the Warrant Agreement, the Company hereby provides notice of the following:

1. The Effective Time (as defined in the Merger Agreement) of the Merger (as defined in the Merger Agreement) was 11:59 p.m., Eastern Time, on January 31, 2025.
2. The Per Share Consideration provided for in the Merger Agreement of \$5.00 constitutes an Alternative Issuance. Accordingly, following the Effective Time, (a) no shares of Common Stock are purchasable pursuant to the Warrants and (b) each holder of a Warrant is entitled to receive, upon proper exercise of such Warrant and the payment of the applicable Warrant Price in cash, the amount of \$5.00 in cash per Warrant (the “**Warrant Payment**”); provided that if any holder properly exercises a Warrant on or before March 5, 2025, such date being the date 30 days following the public disclosure of the consummation of the Merger (as defined in the Merger Agreement) pursuant to a Current Report on Form 8-K filed with the Commission (such period, the “**Special Exercise Period**”), the Warrant Price shall be adjusted as contemplated by Section 4.4 of the Warrant Agreement.
3. The Black-Scholes Warrant Value was calculated to be \$0.8085 and \$0.7794, for the Private Placement Warrants and the Public Warrants, respectively, in accordance with the terms of the Warrant Agreement and the terms set forth below:

<u>Term</u>	<u>Private Placement Warrants</u>	<u>Public Warrants</u>
Reference Date	January 30, 2024 (the trading day immediately prior to the Effective Time)	Same as per the Private Placement Warrants
Price of Each Share of Common Stock (10-trading day VWAP for the period ended on the Reference Date)	Obtained by using the VWAP function on Bloomberg – \$4.9826	Same as per the Private Placement Warrants
Assumed Volatility	Calculated using the 90-day volatility obtained from the HVT function on Bloomberg determined as of October 24, 2024 (the trading day immediately	Same as per the Private Placement Warrants

prior to the day of the Company's announcement of the Merger Agreement)

Assumed Risk-Free Interest Rate	Calculated using the Graph Curve (GC) function on Bloomberg and the U.S. Treasury Actives Curve rate using the Interpolate Curves tool for the Expiration Date (January 4, 2026)	Same as per the Private Placement Warrants
Option Pricing via the Bloomberg OVME Calculator	Regular American call input using the other inputs derived in accordance with the other terms of this notice, the Expiration Date (January 4, 2026) and a buy/strike price of \$11.50 (value display in "price total")	Capped American call input using a call cap of \$24.00, the other inputs derived in accordance with the other terms of this notice, the Expiration Date (January 4, 2026) and a buy/strike price of \$11.50 (value display in "price total")

Any holder that purports to exercise a Private Placement Warrant during the Special Exercise Period and pays the corresponding Warrant Price with respect thereto must also provide evidence acceptable to the Warrant Agent that (a) such Warrant is a Private Placement Warrant and (b) such holder is entitled to receive the Warrant Payment with respect thereto. The failure of any such holder to comply with the requirements of this notice may result in a failure to properly exercise the applicable Warrants prior to the expiration of the Special Exercise Period.

The Warrant Payment shall be paid by the Warrant Agent as soon as practicable following (a) the proper exercise of the Warrant, (b) payment of the Warrant Price in cash, (c) the satisfaction of any additional actions reasonably requested by the Warrant Agent and (d) the Warrant Agent's review of any other materials required to be submitted hereunder or otherwise.

To exercise a Warrant, the holder of the Warrant should complete and submit to the Warrant Agent at the address listed below (or as otherwise directed by the Warrant Agent with the Company's consent) the Form of Election (Private Placement Warrant) attached hereto as Exhibit A or the Form of Election (Public Warrant) attached hereto as Exhibit B, as applicable, together with proof of ownership of the applicable Warrants:

If using a USPS Service:
Broadridge, Inc.
Attn: BCIS Re-Organization Department
P.O. Box 1342
Brentwood, NY 11717-0718

If using UPS, FedEx, or Courier:
Broadridge, Inc.
Attn: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

The Warrant Price may be paid by check delivered with the applicable Form of Election and proof of ownership, pursuant to the above. Alternatively, the Warrant Price may be paid by wire transfer pursuant to the instructions set out in Exhibit C hereto, sent concurrently with the delivery of the applicable Form of Election and proof of ownership.

The Company hereby requests that upon receipt of this notice, the Warrant Agent promptly provides a copy of this notice in writing to each holder of a Warrant on behalf of the Company in accordance with Section 4.5 of the Warrant Agreement, with such further notices confirmed by the Warrant Agent to the Company in writing. **Each holder of Warrants is encouraged to contact its advisors if it has any questions regarding the exercise of its Warrants.**

This notice shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

[Signature page follows]

BM Technologies, Inc.

By: Danielle Evans

Name: Danielle Evans

Title: Chief Financial Officer & Treasurer

Exhibit A

Election to Exercise (Private Placement Warrant)
(To Be Executed Upon Exercise of Private Placement Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive \$5.00 in cash per Warrant, being the Warrant Payment the undersigned is entitled to receive in respect of this Warrant upon the exercise of this Warrant during the period beginning on February 3, 2025 and ending on and including March 5, 2025, and herewith tenders payment of the Warrant Price to the order of the Company in cash in accordance with the terms hereof.

[Signature Page Follows]

Date: _____
_____ (Signature)

_____ (Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) 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 SEC RULE 17Ad-15 (OR ANY SUCCESSOR RULE) UNDER THE SECURITIES EXCHANGE ACT, OF 1934, AS AMENDED).

Exhibit B

Election to Exercise (Public Warrant)
(To Be Executed Upon Exercise of a Public Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive \$5.00 in cash per Warrant, being the Warrant Payment the undersigned is entitled to receive in respect of this Warrant upon the exercise of this Warrant during the period beginning on February 3, 2025 and ending on and including March 5, 2025, and herewith tenders payment of the Warrant Price to the order of the Company in cash in accordance with the terms hereof.

[Signature Page Follows]

Date: _____
_____ (Signature)

_____ (Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) 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 SEC RULE 17Ad-15 (OR ANY SUCCESSOR RULE) UNDER THE SECURITIES EXCHANGE ACT, OF 1934, AS AMENDED).

Exhibit C

WELLS FARGO WIRE INSTRUCTIONS

ABA/Routing number: 121000248

Bank: Wells Fargo
420 Montgomery Street
San Francisco, CA 94104 United States

Beneficiary Account Name: Broadridge Corporate Issuer Solutions
Account Number: 4124218686
Reference: BM Technologies Warrants

For Further Credit Name: First Carolina Financial Services, Inc.
For Further Credit Account Number: 4942402561