

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 11, 2026

Forbright, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-43343
(Commission
File Number)

26-3126112
(IRS Employer
Identification Number)

4445 Willard Ave, Suite 1000
Chevy Chase, Maryland 20815
(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code: (301) 299-8810

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.001 par value per share	FRBT	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

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

On June 11, 2026, Forbright, Inc., a Delaware corporation (the “**Company**”) amended and restated its certificate of incorporation (the “**Certificate of Incorporation**”), and effective as of June 11, 2026, the Company adopted amended and restated bylaws (the “**Bylaws**”). As described in the final prospectus, dated June 10, 2026 (the “**Prospectus**”), relating to the Registration Statement on Form S-1 (File No. 333-295966), as amended, filed with the Securities and Exchange Commission on June 11, 2026, pursuant to Rule 424(b) under the Securities Act of 1933, as amended, the Company’s board of directors and stockholders previously approved the amendment and restatement of these documents to be effective prior to the closing of the Company’s initial public offering. A description of certain provisions of the Certificate of Incorporation and the Bylaws is set forth in the section titled “Description of Capital Stock” in the Prospectus.

The foregoing description of the Certificate of Incorporation and the Bylaws is qualified in its entirety by reference to (1) the Certificate of Incorporation filed as Exhibit 3.1 hereto and (2) the Bylaws filed as Exhibit 3.2 hereto, each of which is incorporated herein by reference.

Item 8.01 Other Events.

On June 12, 2026, the Company completed its initial public offering of 7,900,000 shares of its Class A common stock at a price to the public of \$18.00 per share. The gross proceeds to the Company from the initial public offering were approximately \$142.2 million before deducting underwriting discounts and commissions and estimated offering expenses payable by the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
3.1	<u>Amended and Restated Certificate of Incorporation of Forbright, Inc.</u>
3.2	<u>Amended and Restated Bylaws of Forbright, Inc.</u>

SIGNATURES

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

Date: June 12, 2026

FORBRIGHT, INC.

By: /s/ Christopher S. Lynch
Christopher S. Lynch
Chief Financial Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
FORBRIGHT, INC.

Forbright, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the “*DGCL*”),

DOES HEREBY CERTIFY:

- (1) The name of the Corporation is Forbright, Inc. (the “*Corporation*”).
- (2) The name under which the Corporation was originally incorporated was “Congressional Bancshares, Inc.” and the original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Maryland on April 14, 2005. The Corporation was converted to a Delaware Corporation pursuant to the *DGCL* on April 12, 2021.
- (3) The Certificate of Conversion of the Corporation and the Corporation’s original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 12, 2021.
- (4) The Certificate of Amendment to the Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on January 18, 2022.
- (5) This Amended and Restated Certificate of Incorporation (the “*Amended and Restated Certificate of Incorporation*”) was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the *DGCL*.

RESOLVED, that the Certificate of Incorporation of this Corporation be amended and restated in its entirety to read as follows:

ARTICLE I

The name of the corporation is Forbright, Inc.

ARTICLE II

The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

4.1 Capitalization. The total number of shares of all classes of capital stock which the Corporation is authorized to issue is 150,000,000, consisting of 120,000,000 shares of Class A Voting Common Stock, par value \$0.001 per share (“*Voting Common Stock*”), 25,000,000 shares of Class B Non-Voting Common Stock, par value \$0.001 per share (“*Non-Voting Common Stock*”), and 5,000,000 shares of Preferred Stock, par value \$0.001 per share (“*Preferred Stock*”). Immediately upon the effectiveness of this Amended and Restated Certificate of Incorporation (the “Effective Time”), (i) each share of the Corporation’s Voting Common Stock, par value \$0.001 per share, issued and outstanding or held as treasury stock immediately prior to the Effective Time, shall, automatically and without further action by any shareholder, be reclassified as, and shall become, one share of Class A Voting Common Stock and (ii) each share of the Corporation’s Non-Voting Common Stock, par value \$0.001 per share, issued and outstanding or held as treasury stock immediately prior to the Effective Time, shall, automatically and without further action by any shareholder, be reclassified as, and shall become, one share of Class B Non-Voting Common Stock.

4.2 Voting Common Stock and Non-Voting Common Stock.

(a) Voting Rights.

(i) Voting Common Stock. Each holder of Voting Common Stock, as such, shall be entitled to one vote for each share of Voting Common Stock held of record by such holder in the election of directors and on all matters on which stockholders generally are entitled to vote. In addition to any other vote required by law, the affirmative vote of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding shares of Voting Common Stock, voting separately as a class, shall be required to amend, alter or repeal (including by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) any provision of this Certificate of Incorporation that adversely affects the privileges, preferences or rights of the Voting Common Stock contained in this Certificate of Incorporation in a manner that is adverse to the Voting Common Stock relative to the effect of such amendment, alteration or repeal on the Non-Voting Common Stock.

(ii) Non-Voting Common Stock. Holders of Non-Voting Common Stock, as such, shall have no voting power and shall not be entitled to vote on any matter and shall not have the right to participate in any meeting of stockholders or to have notice thereat except (1) as otherwise required by law and (2) the affirmative vote of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the outstanding shares of Non-Voting Common Stock, voting separately as a class, shall be required to amend, alter or repeal (including by merger, consolidation or otherwise, and whether in a single transaction or a series of

related transactions) any provision of this Certificate of Incorporation in a manner that significantly and adversely affects the privileges, preferences or rights of the Non-Voting Common Stock contained in this Certificate of Incorporation. Each holder of Non-Voting Common Stock, as such, shall be entitled to one vote for each share of Non-Voting Common Stock held of record by such holder on all matters on which holders of Non-Voting Common Stock are entitled to vote pursuant to this Certificate of Incorporation.

(b) Dividends, Other Distributions and Liquidation.

(i) Subject to the rights of the holders of any series of Preferred Stock, holders of Voting Common Stock shall be entitled to receive such dividends and distributions (whether payable in cash or otherwise) as may be declared by the board of directors of the Corporation (the “*Board*”) on the Voting Common Stock from time to time out of assets or funds of the Corporation legally available therefor, subject to Section 4.2(b)(ii). Subject to the rights of the holders of any series of Preferred Stock, in the event of any liquidation, dissolution or winding-up of the Corporation (whether voluntary or involuntary), the assets of the Corporation available for distribution to stockholders shall be distributed in equal amounts per share to the holders of Voting Common Stock, subject to Section 4.2(b)(ii).

(ii) Except as provided in Section 4.2(a), this Section 4.2(b)(ii) and Section 4.2(c), Non-Voting Common Stock shall in all respects and for all purposes carry the same rights, preferences and privileges as Voting Common Stock (including in respect of dividends or other distributions declared on the Voting Common Stock and in respect of distributions to the Voting Common Stock upon any dissolution, liquidation or winding up of the Corporation) and shall be treated the same as Voting Common Stock (including in any merger, consolidation, reclassification, share exchange or other similar transaction or series of transactions); provided that if the Corporation shall in any manner split, reclassify, subdivide or combine (including by way of a dividend payable in shares of Voting Common Stock or Non-Voting Common Stock) the outstanding shares of Voting Common Stock or Non-Voting Common Stock, the outstanding shares of such other class of stock shall likewise be split, subdivided or combined at the same time, in the same manner proportionately and on the same basis per share; provided, further, that no dividend payable in Voting Common Stock shall be declared on the Non-Voting Common Stock and no dividend payable in Non-Voting Common Stock shall be declared on the Voting Common Stock, but instead, in the case of a stock dividend, each class of stock shall receive such stock dividend in shares of like stock. Subject to the rights of the holders of any series of Preferred Stock and as otherwise provided in this Section 4.2(b), holders of shares of Voting Common Stock and Non-Voting Common Stock shall be entitled to receive such dividends and other distributions in cash, stock, other securities or property of the Corporation when, as and if declared thereon by the Board from time to time out of assets or funds of the Corporation legally available therefor.

(c) Conversion of Non-Voting Common Stock.

(i) Each share of Non-Voting Common Stock shall remain Non-Voting Common Stock for as long as it is owned or controlled by the initial holder or any other transferee or assignee of such initial or any subsequent holder; provided, that any such share of Non-Voting Common Stock may convert into an equal number of shares of Voting Common Stock (A) in the hands of the initial holder or any transferee or assignee upon an issuance of Voting Common Stock by the Corporation (including, without limitation, the issuance of Voting Common Stock in respect of equity based compensation granted to directors or employees of the Corporation) or other event having a dilutive effect on such holder's ownership of Voting Common Stock, subject to the procedures and restrictions set forth in Section 4.2(c)(iv) or (B) automatically, without any further action on the part of any holder, in the hands of a third-party transferee or assignee unaffiliated with the transferor, but only if such share of Non-Voting Common Stock is transferred or assigned: (1) to the Corporation; (2) in a widespread public distribution of the Corporation's securities; (3) to a transferee or assignee that would control more than fifty percent (50%) of every class of the Corporation's outstanding "voting securities" (as defined for the purposes of the Bank Holding Company Act of 1956, as amended, and any rules or regulations promulgated thereunder) without any transfer from the transferor; or (4) in a transaction in which no transferee or assignee (or group of associated transferees or assignees) would receive two percent (2%) or more of any class of voting securities of the Corporation outstanding at such time (each of the transactions described in clauses (1) through (4), a "*Convertible Transfer*"). The term "*Convertible Holder*" means a holder of Non-Voting Common Stock, other than the initial holder of such Non-Voting Common Stock or an affiliate thereof, who acquires one or more shares of Non-Voting Common Stock in a Convertible Transfer.

(ii) Upon a Convertible Transfer, a holder shall surrender to the Corporation (at the principal office of the Corporation) a certificate or certificates (if any) representing all or part of the holder's shares of Non-Voting Common Stock that are the subject of such Convertible Transfer and, upon the surrender of such certificates, in the event that such conversion is with respect to some, but not all, of the holder's shares of Non Voting Common Stock represented by such certificates, and the Corporation elects to issue physical certificates, the Corporation shall deliver to such holder a certificate or certificate(s) representing the number of shares of Non-Voting Common Stock that were not converted to Voting Common Stock. In any Convertible Transfer, the conversion of the applicable shares of Non-Voting Common Stock into an equal number of shares of Voting Common Stock shall be deemed to have been effected as of the effectiveness of such Convertible Transfer, all rights of the transferor shall cease with respect to such shares of Non-Voting Common Stock at such time and the transferee shall receive shares of Voting Common Stock in such transfer which shall be issued in such transferee's name on the stock transfer books of the Corporation. Notwithstanding any other provision hereof, if a conversion of Non-Voting Common Stock is to be made in connection with a merger, reorganization, consolidation, reclassification or other transaction in which the shares of Voting Common Stock are exchanged for or changed into other stock or

securities, cash and/or any other property or in any dissolution or liquidation, the conversion of any shares of Non-Voting Common Stock may, at the election of the holder thereof, be conditioned upon the consummation of such event or transaction, in which case such conversion shall not be deemed to be effective until such event or transaction has been consummated.

(iii) Upon a conversion pursuant to subsection (c)(ii), each converted share of Non-Voting Common Stock shall be canceled and become an authorized but unissued share of Non-Voting Common Stock. The Corporation shall from time to time reserve for issuance out of its authorized but unissued shares of Voting Common Stock, or shall keep available (solely for the purposes of issuance upon conversion of shares of Non-Voting Common Stock) shares of Voting Common Stock held by the Corporation as treasury stock, the number of shares of Voting Common Stock into which all outstanding shares of Non-Voting Common Stock may be converted. The conversion of shares of Non-Voting Common Stock pursuant to this Section 4.2(c) shall be made without charge to the holder or holders of such shares for any issuance tax (except stock transfer tax) in respect thereof or other costs incurred by the Corporation in connection with such conversion.

(iv) With respect to an occurrence under Section 4.2(c)(i)(A) above (a “*Triggering Event*”), the Corporation shall give written notice to all holders of Non-Voting Common Stock within ten (10) days of the end of each fiscal quarter in which a Triggering Event occurred of their right to convert Non-Voting Common Stock into Voting Common Stock in respect of one or more Triggering Events that occurred during such fiscal quarter. The Corporation may separately elect to provide written notice of the occurrence of a Triggering Event on an earlier basis. In either case, each applicable holder must deliver a Conversion Notice to the Corporation within ten (10) days of the date of such notice of its intent to so convert (any such holder providing a Conversion Notice to the Corporation of its intent to convert Non-Voting Common Stock to Voting Common Stock pursuant to this paragraph, a “*Converting Holder*”). A Converting Holder may not exercise this right to convert Non-Voting Common Stock to Voting Common Stock pursuant to this paragraph to the extent such holder would acquire a higher percentage of the Voting Common Stock after exercise of its right to convert than such holder controlled immediately prior to the Triggering Event(s) occurring during the fiscal quarter for which they have been notified. For purposes of calculating such Converting Holder’s percentage of the Voting Common Stock after exercise of its right to convert with respect to one or more Triggering Events, the conversions by all other Converting Holders pursuant to their respective Conversion Notices with respect to such Triggering Event(s) will be taken into account (and such Converting Holder’s Conversion Notice may specify that conversions by other Converting Holders shall be taken into account by the Corporation when calculating the number of shares of Non-Voting Common Stock to be converted by such Converting Holder in order to maintain the percentage of the Voting Common Stock such holder controlled immediately prior to the Triggering Event).

(d) Treatment of Non-Voting Common Stock upon Merger, etc. In the event of any merger, consolidation, reorganization, share exchange, reclassification or other similar transaction in which the shares of Voting Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, each share of Non-Voting Common Stock will at the same time also be exchanged or changed for an amount per whole share equal to the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, that each share of Voting Common Stock would be entitled to receive as a result of such transaction; provided that at the election of such holder, any securities issued with respect to the Non-Voting Common Stock shall be non-voting securities under the resulting corporation's organizational documents and the Corporation shall make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Non-Voting Common Stock then outstanding) and take such actions necessary to ensure that holders of the Non-Voting Common Stock shall retain securities with substantially the same privileges, limitations and relative rights as the Non-Voting Common Stock (taking into account the terms of the securities received by the holders of the Voting Common Stock). Subject to the foregoing, in the event the holders of Voting Common Stock are provided the right to convert or exchange Voting Common Stock for stock or securities, cash and/or any other property, then the holders of the Non-Voting Common Stock shall be provided the same right based upon the number of shares of Voting Common Stock such holders would be entitled to receive if such shares of Non-Voting Common Stock were converted into shares of Voting Common Stock immediately prior to such offering. In the event that the Corporation offers to repurchase shares of Voting Common Stock from its stockholders generally, the Corporation shall offer to repurchase Non-Voting Common Stock pro rata based upon the number of shares of Voting Common Stock such holders would be entitled to receive if such shares were converted into shares of Voting Common Stock immediately prior to such repurchase. In the event of any pro rata subscription offer, rights offer or similar offer to holders of Voting Common Stock, the Corporation shall provide the holders of the Non-Voting Common Stock the right to participate based upon the number of shares of Voting Common Stock such holders would be entitled to receive if such shares were converted into shares of Voting Common Stock immediately prior to such offering; provided that any shares issued with respect to the Non-Voting Common Stock shall be issued in the form of Non-Voting Common Stock rather than Voting Common Stock.

4.3 Preferred Stock.

(a) Shares of Preferred Stock may be issued in one or more series from time to time by the Board, and the Board is expressly authorized to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of the shares of each series of Preferred Stock, including, without limitation, the following:

- (i) the distinctive serial designation of such series which shall distinguish it from other series;
- (ii) the number of shares included in such series;

(iii) the dividend rate (or method of determining such rate) payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates upon which such dividends shall be payable;

(iv) whether dividends on the shares of such series shall be cumulative and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall be cumulative;

(v) the amount or amounts which shall be payable out of the assets of the Corporation to the holders of the shares of such series upon voluntary or involuntary liquidation, dissolution or winding up the Corporation, and the relative rights of priority, if any, of payment of the shares of such series;

(vi) the price or prices at which, the period or periods within which, and the terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events;

(vii) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(viii) whether or not the shares of such series shall be convertible or exchangeable, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, and the price or prices or rate or rates of exchange or conversion and any adjustments applicable thereto;

(ix) whether or not the holders of the shares of such series shall have voting rights, in addition to the voting rights provided by law, and if so the terms of such voting rights; and

(x) any other powers, preferences and rights and qualifications, limitations and restrictions not inconsistent with the DGCL.

(b) Unless otherwise provided in the resolution or resolutions of the Board or a duly authorized committee thereof establishing the terms of a series of Preferred Stock, no holder of any share of Preferred Stock shall be entitled to vote on any amendment or alteration of this Certificate of Incorporation to authorize or create, or increase the authorized amount of, any other class or series of Preferred Stock or any alteration, amendment or repeal of any provision of any other series of Preferred Stock.

(c) Except as otherwise required by the DGCL or provided in the resolution or resolutions of the Board or a duly authorized committee thereof establishing the terms of a series of Preferred Stock, no holder of Voting Common Stock or Non-Voting Common Stock, as such, shall be entitled to vote on any amendment or alteration of this Certificate of Incorporation that alters, amends or changes the powers, preferences, rights or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other series of Preferred Stock, to vote thereon pursuant to this Certificate of Incorporation or the DGCL.

(d) Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of any class or series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares of such class or series, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL or any corresponding provision hereafter enacted.

(e) Unless otherwise provided in the resolution or resolutions of the Board or a duly authorized committee thereof establishing the terms of a series of Preferred Stock, no holder of any share of Preferred Stock shall, in such capacity, be entitled to bring a derivative action, suit or proceeding on behalf of the Corporation.

ARTICLE V

No holder of any capital stock of the Corporation shall have any preemptive rights nor be entitled, as of right, to purchase or subscribe for any part of the unissued capital stock of the Corporation or of any additional capital stock issued by reason of any increase of authorized capital stock of the Corporation or other securities whether or not convertible into capital stock of the Corporation.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by the DGCL, the Board is expressly authorized to adopt, amend or repeal bylaws of the Corporation, subject to the power of the holders of Voting Common Stock of the Corporation to alter or repeal any bylaws whether adopted by them or otherwise; *provided, that* the affirmative vote of holders of not less than eighty percent (80%) of the votes of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, considered for purposes hereof as a single class, shall be required for the holders of Voting Common Stock to adopt new bylaws or to alter, amend, or repeal bylaws.

ARTICLE VII

7.1 Number of Directors; Classes; Election. The number of directors of the Corporation shall be fixed from time to time by resolution of the directors. The directors of the Corporation shall be divided into three classes, as nearly equal in number as reasonably possible, as determined by the Board, with the initial term of office of the first class of such directors to

expire at the 2022 annual meeting of stockholders of the Corporation, the initial term of office of the second class of such directors to expire at the 2023 annual meeting of stockholders of the Corporation and the initial term of office of the third class of such directors to expire at the 2024 annual meeting of stockholders of the Corporation, with each class of directors to hold office until their successors have been duly elected and qualified. At each annual meeting of stockholders following such initial classification and election, directors elected to succeed the directors whose terms expire at such annual meeting shall be elected to hold office for a term of three years following their election and until their successors have been duly elected and qualified. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain or attain a number of directors in each class as nearly equal as reasonably possible, but no decrease in the number of directors may shorten the term of any incumbent director. Election of directors need not be by written ballot unless the bylaws so provide.

7.2 Removal of Directors. A director may be removed from office only (a) pursuant to the terms of any Investor Rights Agreement by or among the Corporation and one or more of its shareholders (whether executed and effective before, on or after the effectiveness of this Certificate of Incorporation, any such agreement an “*Investor Rights Agreement*” or, for purposes of Article XV, all such agreements collectively, the “*Stockholders’ Agreement*”), that provides for removal, (b) pursuant to the rights of holders of any series of Preferred Stock with respect to the election of directors or (c) by the stockholders of the corporation for Cause. “Cause” for purposes hereof means any of (i) a final, non-appealable conviction of, or plea of guilty or *nolo contendere* to, a felony or a crime involving moral turpitude; (ii) willful misconduct or gross negligence in the performance of the director’s duties to the Corporation that results in material harm to the Corporation; (iii) a final, non-appealable judicial determination that the director committed fraud, dishonesty, or a willful violation of any law or regulation applicable to the Corporation’s business; or (iv) a willful and material breach of the director’s fiduciary duties to the Corporation.

ARTICLE VIII

Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation, and the ability of the stockholders to consent in writing to the taking of any action is hereby specifically denied.

ARTICLE IX

Notwithstanding anything else in this Certificate of Incorporation to the contrary, an affirmative vote of the holders of not less than sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the votes of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors shall be required to amend, alter, repeal or adopt any provision of this Certificate of Incorporation (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions); provided that Article VI and Article XV shall not be amended, altered or repealed except upon the affirmative vote of not less than eighty

percent (80%) of the votes of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors.

ARTICLE X

10.1 Limited Liability of Directors or Officers. No director or Officer (as defined below) shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director or Officer, except for liability of: (a) a director or Officer for any breach of the director's or Officer's duty of loyalty to the Corporation or its stockholders; (b) a director or Officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) a director under Section 174 of the DGCL; or (d) an Officer in any action by or in the right of the Corporation. No amendment, modification or repeal of this Section 10.1 shall adversely affect any right or protection of a director or Officer that exists at the time of such amendment, modification or repeal. All references in this Article X to an "Officer" shall mean only a person who, at the time of an act or omission as to which liability is asserted, falls within the meaning of the term "officer," as defined in Section 102(b)(7) of the DGCL.

10.2 Indemnification. To the fullest extent permitted by the DGCL, the Corporation is authorized to provide indemnification of (and advancement of expenses to) the Corporation's directors, officers and agents (and any other persons to which the DGCL permits the Corporation to provide indemnification) through the Corporation's bylaws, agreements with such persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to any applicable federal or state bank holding company or bank regulatory laws or regulations or any applicable limitations of Delaware law. The rights to indemnification and to the advancement of expenses conferred in this Section 10.2 shall not be exclusive of any other right which any such person may have or may hereafter acquire under this Certificate of Incorporation, the Corporation's bylaws, any statute, agreement, insurance policy, vote of stockholders or disinterested directors or otherwise. No amendment, modification or repeal of this Section 10.2 shall adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any person with respect to any acts or omissions of such person occurring prior to, such amendment, repeal or modification.

ARTICLE XI

11.1 To ensure the preservation of certain tax attributes for the benefit of the Corporation and its stockholders, certain restrictions on the transfer of Corporation Securities (as defined below) are hereby established as more fully set forth in this Article XI.

11.2 Definitions. For purposes of this Article XI, the following terms shall have the meanings indicated (and any references to any portions of Section 382 of the Code and Treasury Regulations Sections 1.382-2, 1.382-2T, 1.382-3, 1.382-4 and 1.1502-92 shall include any successor provisions):

“*Acquiring Group*” means any group of Persons where one or more Persons in such group acquires or seeks to acquire beneficial ownership of Corporation Securities and one or more other Persons in such group acquires or seeks to acquire beneficial ownership of Corporation Group Securities other than Corporation Securities (other than an indirect acquisition solely as a result of the acquisition of Corporation Securities) pursuant to a plan or arrangement within the meaning of Treasury Regulations Section 1.1502-92(c)(3)(i).

“*Affiliate*” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any investment fund (including any continuation vehicle or successor fund) now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

“*Agent*” means an agent designated by the Board.

“*Beneficial Ownership*” of, and to “*Beneficially Own*”, any securities means, with respect to a Person, such securities (i) which such Person is considered to own under general federal income tax principles, (ii) which such Person would be deemed to directly, indirectly or constructively own for purposes of Section 382 of the Code and the Treasury Regulations promulgated thereunder and (iii) which any other Person Beneficially Owns, but only if such Person and such other Person are part of the same group of Persons that, with respect to such security, are treated as one “entity” as defined under Treasury Regulations Section 1.382-3(a)(1).

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Corporation Group Securities*” means (a) Corporation Securities and (b) any other interests in any of the Corporation’s consolidated (for U.S. federal income tax purposes) subsidiaries designated as “stock” by the Board, as disclosed in a United States Securities and Exchange Commission (the “SEC”) filing by the Corporation.

“*Corporation Securities*” means (a) the Voting Common Stock and the Non-Voting Common Stock, (b) any other interest designated as “stock” of the Corporation by the Board, as disclosed in a SEC filing by the Corporation, and (c) any other interest that would be treated as “stock” of the Corporation pursuant to Treasury Regulations Sections 1.382-2(a)(3) or 1.382-2T(f)(18), including any option treated as exercised under Treasury Regulations Section 1.382-4(d).

“*Corporation U.S. Consolidated Group*” means the U.S. federal income tax consolidated group of which the Corporation U.S. Consolidated Group Parent is the common parent and any successor to such consolidated group by operation of law or otherwise.

“*Corporation U.S. Consolidated Group Parent*” means the Corporation and any successor to the Corporation by operation of law or otherwise.

“*Excess Securities*” means Corporation Securities that are the subject of a Prohibited Transfer.

“*Initial Substantial Stockholder*” means a Person who was a Substantial Stockholder immediately prior to the effectiveness of this Amended and Restated Certificate of Incorporation.

“*Percentage Stock Ownership*” means the percentage stock ownership interest in the Corporation U.S. Consolidated Group Parent of any Person for purposes of Section 382 of the Code as determined in accordance with Treasury Regulations Sections 1.382-2T(g), (h), (j) and (k) and 1.382-4 (*i.e.*, the constructive ownership and attribution rules of the regulations); provided that (a) percentage stock ownership is to be measured based on Beneficial Ownership, (b) if any Person is a member of an Acquiring Group, such Person’s Percentage Stock Ownership in the Corporation U.S. Consolidated Group Parent shall take into account any ownership of additional shares of stock treated as issued by the Corporation U.S. Consolidated Group Parent under Treasury Regulations Section 1.1502-92 as a result of the Acquiring Group’s planned or actual acquisition of the Corporation Group Securities (applying such sections with reference to the Corporation U.S. Consolidated Group Parent as the common parent, including under supplemental rules for determining an ownership change and treating the Corporation U.S. Consolidated Group Parent as having “actual knowledge” of all plans and acquisitions of Corporation Group Securities for purposes of applying Treasury Regulations Section 1.1502-92(c)(2)(iii)), (c) for purposes of applying Treasury Regulations Section 1.382-2T(k)(2), the Corporation U.S. Consolidated Group Parent shall be treated as having “actual knowledge” of the beneficial ownership of all interests in the Corporation U.S. Consolidated Group Parent attributable to outstanding Corporation Group Securities that would be attributed to any individual or entity, and (d) for the sole purpose of determining the Percentage Stock Ownership of any Person that is an entity (and not for the purpose of determining the Percentage Stock Ownership of any other Person), Corporation Group Securities held by such Person shall not be treated as no longer owned by such Person pursuant to Treasury Regulations Section 1.382-2T(h)(2)(i)(A).

“*Person*” means any individual, partnership, joint venture, limited liability company, firm, corporation, association, unincorporated association or organization, trust or similar entity, provided that for all purposes of this Article XI, any group of such “Persons” having a formal or informal understanding among themselves to make a “coordinated acquisition” of stock within the meaning of Treasury Regulations Section 1.382-3(a)(1) or who are otherwise treated as an “entity” within the meaning of Treasury Regulations Section 1.382-3(a)(1) shall be treated as a “Person,” and references to any Person shall include any successor (by merger or otherwise) of any such Person.

“*Prohibited Distributions*” means any dividends or other distributions that were received by a Purported Transferee from the Corporation with respect to the Excess Securities received by a Purported Transferee.

“*Proposed Transaction*” has the meaning provided for in Section 11.4(b) of this Article XI.

“*Prohibited Transfer*” means any purported Transfer of Corporation Securities to the extent that such Transfer is prohibited and/or void under this Article XI.

“*Public Group*” means a “public group” as that term is defined in Section 382 of the Code and the Treasury Regulations thereunder.

“*Purported Transferee*” has the meaning provided for in Section 11.3 of this Article XI.

“*Request*” has the meaning provided for in Section 11.4(b) of this Article XI.

“*Requesting Person*” has the meaning provided for in Section 11.4(b) of this Article XI.

“*Restriction Release Date*” means the earliest of:

(a) the repeal, amendment or modification of Section 382 of the Code (and any comparable successor provisions) in such a way as to render the restrictions imposed by Section 382 of the Code no longer applicable to the Corporation U.S. Consolidated Group;

(b) the beginning of a taxable year of the Corporation U.S. Consolidated Group (or any successor thereof) in which the Board determines that no Tax Benefits are available;

(c) the date selected by the Board if the Board determines that the limitation amount imposed by Section 382 of the Code as of such date in the event of an “ownership change” of the Corporation U.S. Consolidated Group Parent (as defined in Section 382 of the Code and Treasury Regulations Sections 1.1502-91 et seq.) would not materially affect the utilization of the Tax Benefits available to the Corporation U.S. Consolidated Group; and

(d) the date selected by the Board if the Board determines that it is in the best interests of the Corporation’s stockholders for the restrictions set forth in Section 11.3 of this Article XI to be removed or released.

“*Substantial Stockholder*” means a Person with a Percentage Stock Ownership of 4.9% or more.

“*Tax Benefit*” means any net operating loss carryovers, capital loss carryovers, excess interest deduction carryovers, general business credit carryovers, alternative minimum tax credit carryovers, disallowed business interest expense carryover, and foreign tax credit carryovers, as well as any loss or deduction attributable to a “net unrealized built-in loss” within the meaning of Section 382 of the Code, of the Corporation U.S. Consolidated Group or any member thereof.

“*Transfer*” means any direct, indirect or deemed purchase, acquisition, transaction, exchange or other action taken by a Person, other than the Corporation, that alters the Beneficial Ownership of any Person, including, without limitation, (a) the creation or grant of any pledge (or other security interest), right or option with respect to Corporation Securities, including an

option within the meaning of Treasury Regulations Section 1.382-4(d)(9), (b) the exercise of any such pledge, right or option, (c) any other transaction treated under the applicable rules under Section 382 of the Code as a direct, indirect or constructive acquisition (including the acquisition of an ownership interest in a Substantial Stockholder) or (d) in the case of a Person that is a partnership, limited liability company, or similar “pass-through” entity for federal income tax purposes, a Transfer shall also include any change in the ownership of the equity interests of such Person (such as a transfer or redemption of a limited partnership interest or a change in the identity of the limited partners), if such change would be treated as an acquisition of Corporation Securities by an ultimate Beneficial Owner under the constructive ownership and attribution rules of Section 382 of the Code, provided that “Transfer” shall not include any such acquisition unless, as a result, there would be an increase in any Person’s Percentage Stock Ownership.

“*Treasury Regulations*” means the regulations, including temporary regulations or any successor regulations, promulgated under the Code, as amended from time to time.

11.3 Prohibited Transfers. Any attempted Transfer of Corporation Securities prior to the Restriction Release Date, or any attempted Transfer of Corporation Securities pursuant to an agreement entered into prior to the Restriction Release Date, shall be prohibited and void *ab initio* insofar as it purports to transfer ownership or rights in respect of such stock to any Person (a “*Purported Transferee*”) to the extent that, as a result of such Transfer (or any series of Transfers of which such Transfer is a part), (a) any Person shall become a Substantial Stockholder, (b) the Percentage Stock Ownership interest of any Substantial Stockholder shall be increased or (c) until September 30, 2027, the Percentage Stock Ownership interest of any Public Group shall be increased (other than due to a Transfer of Corporation Securities by an Initial Substantial Stockholder in connection with the Corporation’s initial public offering). In furtherance of the purposes herein, on or prior to September 30, 2027, a Transfer to the Depository Trust Company (“*DTC*”), CDS Clearing and Depository Services Inc. (“*CDS*”) or to any other securities intermediary, as such term is defined in § 8-102(a)(14) of the Delaware Uniform Commercial Code, of Corporation Securities not previously held through DTC, CDS or such intermediary shall nonetheless be prohibited without the prior authorization of the Board, and after September 30, 2027, such Transfer shall be permitted (i) with the prior authorization of the Board, (ii) if made in connection with an underwritten public offering of securities, (iii) if made in connection with a Transfer that is excepted from treatment as a Prohibited Transfer pursuant to Section 11.4(a), or (iv) if made in connection with a Transfer to, or between members of, any Public Group.

11.4 Exceptions; Authorized Transfers.

(a) The restrictions set forth in Section 11.3 of this Article XI shall not apply to an attempted Transfer (and such Transfer shall not be considered a Prohibited Transfer) if such Transfer is (i) made as part of certain transactions approved by the Board in accordance with this Section 11.4 of this Article XI, (ii) to the Corporation, (iii) any Transfer of Corporation Group Securities by the Corporation or any affiliate thereof as compensation for services or (iv) made after September 30, 2027 by or to a Substantial Stockholder who was a Substantial Stockholder immediately prior to the Effective Time or any Affiliate of such a Substantial Shareholder.

(b) The restrictions contained in this Article XI are for the purposes of reducing the risk of any “ownership change” (as defined in Section 382 of the Code) with respect to the Corporation U.S. Consolidated Group that may limit the Corporation U.S. Consolidated Group’s ability to utilize its Tax Benefits. In connection therewith, and to provide for effective policing of these provisions, any Person or Acquiring Group that desires to acquire Corporation Securities in an otherwise Prohibited Transfer or any Substantial Stockholder that desires to Transfer Corporation Securities to a Public Group in an otherwise Prohibited Transfer (each, a “*Requesting Person*”) shall, prior to the date of such transaction for which the Requesting Person seeks authorization (the “*Proposed Transaction*”), request in writing (a “*Request*”) that the Board review the Proposed Transaction and authorize or not authorize the Proposed Transaction in accordance with this Section 11.4 of this Article XI. A Request shall be mailed or delivered to the Secretary of the Corporation at the Corporation’s principal place of business. Such Request shall be deemed to have been received by the Corporation when actually received by the Corporation. A Request shall include: (i) the name, address, email address and telephone number of the Requesting Person; (ii) the Percentage Stock Ownership then Beneficially Owned by the Requesting Person (without regard to the ownership of Corporation Group Securities in any subsidiary of the Corporation), the then number and percentage (by class) of any Corporation Group Securities in any subsidiary of the Corporation Beneficially Owned by the Requesting Person, and the then number and percentage (by class) of any Corporation Group Securities in any subsidiary of the Corporation Beneficially Owned by any Acquiring Group of which the Requesting Person is a member (and the names and relationship of the Persons within the Acquiring Group); (iii) a reasonably detailed description of the Proposed Transaction or Proposed Transactions for which the Requesting Person seeks authorization; and (iv) a request that the Board authorize the Proposed Transaction or Proposed Transactions, as applicable, pursuant to this Section 11.4 of this Article XI. The Board shall use commercially reasonable efforts to respond to each Request within twenty (20) business days of receiving such Request, and the failure of the Board to respond during such twenty (20) business day period shall be deemed to result in a Prohibited Transfer. The Board may respond by requesting additional information, indicating it requires additional time to consider the Request or in another reasonable manner. The Board may authorize a Proposed Transaction if the Board determines in its reasonable discretion that the Proposed Transaction, considered alone or with other transactions (including, without limitation, past, concurrent, contemplated or anticipated transactions (whether by the Corporation, by another Person pursuant to a Request or otherwise, whether or not the transaction was a Prohibited Transfer) and transactions involving Corporation Group Securities (including issuances and redemptions) not currently contemplated but which, in the business judgment of the Board, the Corporation should retain the flexibility to pursue) would not create a risk that the Tax Benefits may be jeopardized as a result of the application of Sections 382 and 383 of the Code, allowing for a reasonable margin of safety. Any determination by the Board not to authorize a Proposed Transaction shall cause such Proposed Transaction to continue to be treated as a Prohibited Transfer. The Board may impose any conditions that it deems reasonable and appropriate in connection with authorizing any Proposed Transaction, including requiring an affidavit or representations from the Requesting Person or opinions of counsel to be rendered by counsel selected by the Requesting Person (and reasonably acceptable to the Board), in each case, as to such matters as the Board may reasonably determine with respect to the preservation of the Tax Benefits. The Request shall be considered and evaluated by

directors serving on the Board who are independent of the Corporation and the Requesting Person and disinterested with respect to the Request, and the action of a majority of such independent and disinterested directors shall be deemed to be the determination of the Board for purposes of such Request. Any Requesting Person who makes a Request to the Board shall reimburse the Corporation, within thirty (30) days of demand therefor, for all reasonable out-of-pocket costs and expenses incurred by the Corporation with respect to evaluating the Proposed Transaction of such Requesting Person, including, without limitation, the Corporation's reasonable costs and expenses incurred in determining whether to authorize the Proposed Transaction, which costs may include, but are not limited to, any reasonable expenses of counsel and/or tax advisors engaged by the Board to advise the Board or deliver an opinion thereto. The Board may require, as a condition to its consideration of the Request, that the Requesting Person execute an agreement in form and substance reasonably satisfactory to the Corporation providing for the reimbursement of such costs and expenses. Any authorization of the Board hereunder may be given prospectively or retroactively.

(c) The Board may determine in its sole discretion that the restrictions set forth in Section 11.3 of this Article XI shall not apply to any particular transaction or transactions, whether or not a request has been made to the Board, including a Request pursuant to this Section 11.4 of this Article XI, subject to any conditions that it deems reasonable and appropriate in connection therewith. Any determination of the Board hereunder may be made prospectively or retroactively.

The Board or any committee appointed by the Board, to the fullest extent permitted by law, may exercise the authority granted by this Article XI through duly authorized officers or agents of the Corporation. Nothing in this Section 11.4 of this Article XI shall be construed to limit or restrict the Board in the exercise of its fiduciary duties under applicable law.

(d) The restrictions contained in this Article XI shall not apply to the extent such restrictions would cause the Corporation to fail to comply with applicable laws and regulations, including applicable regulatory guidance.

11.5 To the fullest extent permitted by law, any stockholder subject to the provisions of this Article XI who knowingly violates the provisions of this Article XI and any Persons controlling, controlled by or under common control with such stockholder shall be jointly and severally liable to the Corporation for, and shall indemnify and hold the Corporation harmless against, any and all damages suffered as a result of such violation, including but not limited to damages resulting from a reduction in, or elimination of, the Corporation's ability to utilize its Tax Benefits, and attorneys' and auditors' fees incurred in connection with such violation.

11.6 Legend; Notation. The Board may require that any certificates representing shares of Corporation Securities issued prior to the Restriction Release Date shall contain a conspicuous legend in substantially the following form, or as may otherwise be determined by the Board, evidencing the restrictions set forth in this Article XI:

“THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE CORPORATION, AS
THE SAME MAY BE AMENDED AND

RESTATED FROM TIME TO TIME (THE "CHARTER"), CONTAINS CERTAIN RESTRICTIONS PROHIBITING THE TRANSFER (AS DEFINED IN THE CHARTER) OF CORPORATION SECURITIES (AS DEFINED IN THE CHARTER) WITHOUT THE PRIOR AUTHORIZATION OF THE CORPORATION'S BOARD OF DIRECTORS IN ACCORDANCE WITH THE CHARTER IF SUCH TRANSFER MAY CAUSE ANY PERSON TO BECOME OR AFFECT THE PERCENTAGE STOCK OWNERSHIP (AS DEFINED IN THE CHARTER) OF A SUBSTANTIAL STOCKHOLDER (AS DEFINED IN THE CHARTER) (AND IN CERTAIN OTHER LIMITED CIRCUMSTANCES SET FORTH IN THE CHARTER). A COMPLETE AND CORRECT COPY OF THE CHARTER SHALL BE FURNISHED FREE OF CHARGE TO THE HOLDER OF RECORD OF THIS CERTIFICATE UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION."

The Corporation shall have the power to make appropriate notations upon its stock transfer records and to instruct and require any transfer agent, registrar, broker, securities intermediary or depository with respect to the existence of, and to comply with and effectuate, the requirements of this Article XI for any uncertificated Corporation Securities, Corporation Securities held in an indirect holding system or Corporation Securities otherwise held for the benefit of a Person, in each case, in order to implement the transactions and restrictions otherwise given legal effect hereunder, and the Corporation shall provide notice of the restrictions on transfer and ownership to holders of uncertificated shares in accordance with applicable law.

11.7 Treatment of Excess Securities.

(a) No officer, employee or agent of the Corporation shall record any Prohibited Transfer, and the Purported Transferee of a Prohibited Transfer shall not be recognized as a stockholder of the Corporation for any purpose whatsoever in respect of the Excess Securities. Until the Excess Securities are acquired by another Person in a Transfer that is not a Prohibited Transfer, the Purported Transferee shall not be entitled with respect to such Excess Securities to any rights of stockholders of the Corporation, including, without limitation, the right to vote such Excess Securities and to receive dividends or distributions, whether liquidating or otherwise, in respect thereof, if any, and the Excess Securities shall be deemed to remain with the transferor unless and until the Excess Securities are transferred to the Agent pursuant to Section 11.7(b) of this Article XI or until an approval is obtained under Section 11.4 of this Article XI. Once the Excess Securities have been acquired in a Transfer that is not a Prohibited Transfer, such Corporation Securities shall cease to be Excess Securities. For this purpose, any transfer of Excess Securities not in accordance with the provisions of this Section 11.7 of this Article XI shall also be a Prohibited Transfer.

(b) If the Board determines that a Transfer of Corporation Securities constitutes a Prohibited Transfer, then, upon written demand by the Corporation, the Purported Transferee shall transfer or cause to be transferred any certificate or other evidence of ownership of the Excess Securities within the Purported Transferee's possession or control, together with any Prohibited Distributions, to the Agent (in the case of uncertificated Excess Securities, such

Excess Securities shall automatically be deemed to be transferred to the Agent). The Agent shall thereupon sell to a buyer or buyers, which may include the Corporation, the Excess Securities transferred to it in one or more arm's-length transactions (over Nasdaq or other national securities exchange on which Corporation Securities may be traded, if possible, or otherwise privately) in a Transfer that is not a Prohibited Transfer; provided, that the Agent shall use reasonable efforts to effect such sale or sales in an orderly fashion and shall not be required to effect any such sale within any specific time frame if, in the Agent's discretion, such sale or sales would disrupt the market for Corporation Securities or otherwise would adversely affect the value of Corporation Securities. If the Purported Transferee has resold the Excess Securities before receiving the Corporation's demand to surrender Excess Securities to the Agent, the Purported Transferee shall be deemed to have sold the Excess Securities for the Agent, and shall be required to transfer to the Agent any Prohibited Distributions and proceeds of such sale, except to the extent that the Corporation grants written permission to the Purported Transferee to retain all or a portion of such sales proceeds to the extent not exceeding the amount that the Purported Transferee would have received from the Agent pursuant to Section 11.7(c) of this Article XI if the Agent rather than the Purported Transferee had resold the Excess Securities. If such sale proceeds include non-cash consideration, the Agent shall sell any such non-cash consideration to a buyer or buyers in one or more arm's-length transactions (including over a national securities exchange, if possible).

(c) The Agent shall apply any proceeds or any other amounts received by it in accordance with this Section 11.7(c) of this Article XI as follows: (i) first, such amounts shall be paid to the Agent to the extent necessary to cover its reasonable costs and expenses incurred in connection with its duties hereunder; (ii) second, any remaining amounts shall be paid to the Purported Transferee, up to the amount paid by the Purported Transferee for the Excess Securities (or in the case of any Prohibited Transfer by gift, devise or inheritance or any other Prohibited Transfer without consideration, the fair market value, (1) if Corporation Securities are traded on any stock exchange, calculated on the basis of the closing market price for Corporation Securities on the day before the Prohibited Transfer, (2) if Corporation Securities are not listed or admitted to trading on any stock exchange but are traded in the over-the-counter market, calculated based upon the difference between the highest bid and lowest asked prices, as such prices are reported by the relevant inter-dealer quotation service or any successor system on the day before the Prohibited Transfer or, if none, on the last preceding day for which such quotations exist, or (3) if Corporation Securities are neither listed nor admitted to trading on any stock exchange nor traded in the over-the-counter market, then as determined in good faith by the Board), which amount shall be determined at the discretion of the Board; and (iii) third, any remaining amounts, subject to the limitations imposed by the following proviso, shall be paid to one or more organizations qualifying under Section 501(c)(3) of the Code (or any comparable successor provision) selected by the Board; provided, however, that if the Excess Securities (including any Excess Securities arising from a previous Prohibited Transfer not sold by the Agent in a prior sale or sales) represent a greater than 4.9% Percentage Stock Ownership, then any such remaining amounts to the extent attributable to the disposition of the portion of such Excess Securities exceeding a 4.9% Percentage Stock Ownership interest shall be paid to two or more organizations qualifying under Section 501(c)(3) of the Code selected by the Board, such that no organization qualifying under Section 501(c)(3) of the Code shall be deemed to possess a

Percentage Stock Ownership in excess of 4.9%. The recourse of any Purported Transferee in respect of any Prohibited Transfer shall be limited to the amount payable to the Purported Transferee pursuant to clause (ii) of the preceding sentence. In no event shall the proceeds of any sale of Excess Securities pursuant to this Section 11.7 of this Article XI inure to the benefit of the Corporation.

(d) In the event of any Transfer that does not involve a transfer of Corporation Securities within the meaning of the laws of Delaware, but that would cause a Substantial Stockholder to violate any restriction on Transfer provided for in Section 11.3 of this Article XI, the application of Section 11.7(b) of this Article XI and Section 11.7(c) of this Article XI shall be modified as described in this Section 11.7(d) of this Article XI. In such case, no such Substantial Stockholder shall be required to dispose of any interest that is not a Corporation Security, but such Substantial Stockholder and/or any Person or Acquiring Group whose ownership of Corporation Securities is attributed to or taken into account with respect to such Substantial Stockholder shall, in the case of Section 11.7(b) of this Article XI, be deemed to have disposed of and shall be required to dispose of sufficient Corporation Securities (which Corporation Securities shall be disposed of in the inverse order in which they were acquired) to cause such Substantial Stockholder, following such disposition, not to be in violation of this Article XI. Such disposition or process shall be deemed to occur simultaneously with the Transfer giving rise to the application of this provision, and such number of Securities that are deemed to be disposed of shall be considered Excess Securities and shall be disposed of through the Agent as provided in Section 11.7(b) and Section 11.7(c) of this Article XI, except that the maximum aggregate amount payable either to such Substantial Stockholder, or to such other Person or Acquiring Group that was the direct holder of such Excess Securities, in connection with such sale shall be the fair market value (determined in accordance with Section 11.7(c) of this Article XI) of such Excess Securities at the time of the purported Transfer. All such reasonable expenses incurred by the Agent in disposing of such Excess Securities shall be paid out of any amounts due such Substantial Stockholder or such other Person or Acquiring Group. The purpose of this Section 11.7(d) of this Article XI is to extend the restrictions in Section 11.3 and Section 11.7(b) of this Article XI to situations in which there is a Prohibited Transfer without a direct Transfer of Securities, and this Section 11.7(d) of this Article XI, along with the other provisions of this Article XI, shall be interpreted to produce the same results, with differences as the context requires, as a direct Transfer of Corporation Securities.

(e) If the Purported Transferee fails to surrender the Excess Securities or the proceeds of a sale thereof to the Agent within thirty (30) days from the date on which the Corporation makes a written demand pursuant to Section 11.7(b) or Section 11.7(d) of this Article XI, then the Corporation shall use its best efforts to enforce the provisions hereof, including the institution of legal proceedings to compel the surrender. Nothing in this Section 11.7(e) of this Article XI shall (i) be deemed to be inconsistent with any Transfer of the Excess Securities provided in this Article XI to be void *ab initio*, or (ii) preclude the Corporation in its discretion from immediately instituting legal proceedings without a prior demand. The Board or a committee thereof may authorize such additional actions as it deems advisable to give effect to the provisions of this Article XI.

(f) The Corporation shall make the written demand described in Section 11.7(b) of this Article XI within thirty (30) days of the date on which the Board determines that the attempted Transfer would result in Excess Securities; provided, however, that, if the Corporation makes such demand at a later date, the provisions of this Article XI shall apply nonetheless. No failure by the Corporation to act within the time periods set forth in Section 11.7 of this Article XI shall constitute a waiver or loss of any right of the Corporation under this Article XI.

11.8 Obligation to Provide Information. Any Person that is a beneficial, legal or record holder of Corporation Securities or a member of an Acquiring Group, and any proposed transferor or transferee of Corporation Securities and any Person controlling, controlled by or under common control with the proposed transferor or transferee, shall as and to the extent reasonably requested in writing by the Corporation, use reasonable best efforts promptly to provide such information that the Corporation may request as may be necessary from time to time in order to determine compliance with this Article XI or the status of the Tax Benefits. The Board may decline to authorize a Proposed Transaction, notwithstanding any provision of Section 11.4(b) of this Article XI to the contrary, if any Requesting Person does not provide any information reasonably requested by the Corporation.

11.9 Board Authority.

(a) The Board or any committee thereof shall have the power to interpret or determine in its reasonable discretion all matters necessary for assessing compliance with this Article XI, including, without limitation, (i) the identification of Substantial Stockholders or Acquiring Groups, (ii) whether a Transfer is a Prohibited Transfer, (iii) whether to exempt a Transfer from the restrictions of Section 11.3 of this Article XI, (iv) the Percentage Stock Ownership of any Substantial Stockholder, (v) whether an instrument constitutes a Corporation Group Security, (vi) the amount (or fair market value) due to a Purported Transferee pursuant to clause (ii) of Section 11.7(c) of this Article XI, and (vii) any other matters which the Board or such committee determines to be relevant; and the good faith determination of the Board or such committee on such matters shall be conclusive and binding for all the purposes of this Article XI.

(b) In addition, until the Restriction Release Date, the Board or any committee thereof may, to the extent permitted by law, from time to time establish, modify, amend or rescind bylaws, regulations and procedures of the Corporation that are consistent with the provisions of this Article XI for purposes of determining whether any Transfer of Corporation Securities would jeopardize the Corporation U.S. Consolidated Group's ability to preserve and use the Tax Benefits and for the application, administration and implementation of this Article XI.

(c) In the event of a change in law making one or more of the following actions necessary or desirable, until the Restriction Release Date, the Board or any committee thereof may, by adopting a written resolution, (i) modify the ownership interest percentage in the Corporation or the Persons covered by this Article XI, (ii) modify the definitions of any terms set forth in this Article XI or (iii) modify the terms of this Article XI as appropriate, in each case, in order to prevent an ownership change for purposes of Section 382 of the Code as a result of any

changes in applicable Treasury Regulations or otherwise relating to a change in law; provided, that the Board or committee shall not cause there to be such modification unless it determines that such action is reasonably necessary or advisable to preserve the Tax Benefits or that the continuation of these restrictions is no longer reasonably necessary for the preservation of the Tax Benefits. Stockholders of the Corporation shall be notified of such determination through a filing with the Securities and Exchange Commission or such other method of notice as the Corporation deems appropriate.

(d) In the case of an ambiguity in the application of any of the provisions of this Article XI, including any definition used herein, the Board shall have the power to determine the application of such provisions. In the event this Article XI requires an action by the Board but fails to provide specific guidance with respect to such action, the Board or any committee thereof shall have the power to determine the action to be taken. All such actions, calculations, interpretations and determinations that are done or made by the Board shall be conclusive and binding on the Corporation, the Agent and all other parties for all other purposes of this Article XI. The Board may delegate all or any portion of its duties and powers under this Article XI to a committee of the Board as it deems necessary or advisable, and the Board and such committee may exercise the authority granted by this Article XI through duly authorized officers or agents of the Corporation. Nothing in this Article XI shall be construed to limit or restrict the Board in the exercise of its fiduciary duties under applicable law.

11.10 Reliance. To the fullest extent permitted by law, the Corporation and the members of the Board or any committee thereof shall be fully protected in relying in good faith upon the information, opinions, reports or statements of the chief executive officer, the chief financial officer, the chief accounting officer, the Secretary or the corporate controller of the Corporation or of the Corporation's legal counsel, independent auditors, transfer agent, investment bankers or other employees and agents in making the determinations and findings contemplated by this Article XI, and the members of the Board shall not be responsible for any good faith errors made in connection therewith. For purposes of determining the existence and identity of, and the amount of any Corporation Securities owned by any stockholder, the Corporation is entitled to rely on the existence and absence of filings of Schedule 13D, 13F or 13G under the Securities Exchange Act of 1934, or similar statements, reports or other filings, as of any date, subject to its actual knowledge of the ownership of Corporation Securities.

11.11 Benefits of this Article. Nothing in this Article XI shall be construed to give to any Person other than the Corporation, the Agent and members of the Board and such committee thereof any legal or equitable right, remedy or claim under this Article XI. This Article XI shall be for the sole and exclusive benefit of the Corporation and its stockholders, the Agent and members of the Board or any such committee thereof.

11.12 Severability. The purpose of this Article XI is to facilitate the Corporation U.S. Consolidated Group's and its subsidiaries' ability to maintain or preserve its Tax Benefits. If any provision of this Article XI or the application of any such provision to any Person or under any circumstance shall be held invalid, illegal or unenforceable in any respect by a court of

competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Article XI.

11.13 Waiver. With regard to any power, remedy or right provided herein or otherwise available to the Corporation or the Agent under this Article XI, (a) no waiver will be effective unless expressly contained in a writing signed by the waiving party, and (b) no alteration, modification or impairment will be implied by reason of any previous waiver, extension of time, delay or omission in exercise, or other indulgence.

11.14 Limitation of Liability. To the maximum extent permitted by Delaware law, no director shall be liable for any breach of any duty under this Article XI, it being understood that no director shall be responsible to the Corporation, any stockholder or any other Person for any action taken or omitted to be taken under this Article XI. In particular, without creating any liability to any Person, the Board may distinguish between stockholders in connection with any Request under this Article XI.

ARTICLE XII

12.1 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum (an “*Alternative Forum Consent*”), the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former director, officer, stockholder, or employee or agent of the Corporation to the Corporation or the Corporation’s stockholders, (c) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL, this Certificate of Incorporation or the Corporation’s bylaws (each, as in effect from time to time), or (d) any action asserting a claim against the Corporation, or any current or former director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; provided, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions.

Any person or entity purchasing, or otherwise acquiring or holding any interest in shares of the Corporation’s capital stock shall be deemed to have notice of, and to have consented to, the

provisions of this Section 12.1. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Section 12.1 with respect to any current or future actions or claims.

12.2 Severability. If any provision of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal, or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XIII

The Corporation elects not to be governed by Section 203 of the DGCL, "*Business Combinations with Interested Stockholders*", as permitted under and pursuant to subsection (b)(1) thereof.

ARTICLE XIV

Unless otherwise required by law, special meetings of stockholders, for any purpose or purposes, may be called by (a) the Chair of the Board, if there be one, (b) the President/Chief Executive Officer or (c) the majority of the Board. The ability of the stockholders to call a Special Meeting of Stockholders is hereby specifically denied.

ARTICLE XV

It is expressly acknowledged and agreed that each Investor, Investor Designee, and their Affiliates (as defined in the Stockholders' Agreement) (collectively, the "Exempted Persons") currently has, and will in the future have or will consider acquiring, investments in numerous companies with respect to which such Exempted Person may serve as an advisor, a director or in some other capacity and, in recognition that such Exempted Person may have myriad duties to various investors and partners and, in anticipation that the Corporation on the one hand, and such Exempted Person on the other hand, may engage in the same or similar activities or lines of business and have an interest in the same areas of business opportunities, it is expressly acknowledged and agreed that: (x) each Exempted Person has the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly engage in the same or similar business activities or lines of business as the Corporation or any of its subsidiaries, including those deemed to be competing with the Corporation or any of its subsidiaries; (y) in the event that any Exempted Person acquires knowledge of a potential transaction or matter that may be a business opportunity for each of the Corporation or any of its subsidiaries, on the one hand, and such

Exempted Person or any other Person, on the other hand, such Exempted Person shall have no duty (contractual or otherwise) to communicate or present such business opportunity to the Corporation or any of its subsidiaries, as the case may be, and the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy in any such opportunity; and (z) notwithstanding anything to the contrary, no Exempted Person shall be liable to the Corporation or any of its affiliates or stockholders for breach of any duty (contractual or otherwise) by reason of the fact that such Exempted Person directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Corporation or any of its subsidiaries; provided, however, that this Article XV shall not apply to any individual who is an officer or employee of the Corporation or any of its subsidiaries. Any business opportunity that is presented to, or comes to the attention of, any officers or employees of the Corporation or any of its subsidiaries in his or her capacity as such will remain the exclusive property of the Corporation or such subsidiary, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on June 11, 2026.

FORBRIGHT, INC.

By: /s/ Kori Ogrosky
Kori Ogrosky
Chief Legal Officer and Corporate
Secretary

[Signature Page of Amended and Restated Certificate of Incorporation]

FORBRIGHT, INC.**SECOND AMENDED AND RESTATED BYLAWS****ARTICLE I****STOCKHOLDERS**

1.1 **Annual Meeting.** The annual meeting of the stockholders of Forbright, Inc. (the “*Corporation*”) shall be held on a day duly designated by the Board of Directors of the Corporation (the “*Board of Directors*” or “*Board*”), for the purpose of electing Directors to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may properly come before the meeting.

1.2 **Special Meeting.** Special meetings of the stockholders may be called at any time for any purpose or purposes by (i) the Chair of the Board, if there be one, (ii) the President, (iii) the Chief Executive Officer, or (iv) a majority of the members of the Board of Directors. Business transacted at all special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

1.3 **Place of Holding Meetings.** All meetings of stockholders shall be held at the principal office of the Corporation or elsewhere in the United States, either within or without the State of Delaware, or may instead be held by means of remote communication, as may be designated by the Board of Directors in the notice of the meeting.

1.4 **Notice of Meetings.** Unless otherwise required by law, notice of a stockholders’ meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of a stockholders’ meeting, the Secretary shall give each stockholder entitled to vote at or to receive notice of each stockholders’ meeting, notice stating the date, hour and place of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting or a meeting at which an action proposed to be taken requires advance notice of the purpose of such action, the purpose or purposes for which the meeting is called. Notice is given to a stockholder when it is (i) personally delivered to the stockholder, (ii) left at the stockholder’s residence or usual place of business, (iii) mailed to the stockholder, postage prepaid, at the stockholder’s address as it appears on the records of the Corporation, or (iv) transmitted to the stockholder by electronic mail to any electronic mail address of the stockholder or by any other electronic means.

1.5 **Quorum.** The presence in person or by proxy of the holders of record of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote thereat shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by law, by the Amended and Restated Certificate of Incorporation of the Corporation (the “*Charter*”), or by these Bylaws. For purposes of the foregoing, where a separate vote by

class or classes is required for any matter, the holders of a majority of the outstanding shares of such class or classes, present in person or represented, shall constitute a quorum to take action with respect to that vote on that matter. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time as provided in Section 1.6 hereof by a majority vote of the stockholders entitled to vote thereat that are present or represented, without any notice other than by announcement at the meeting.

The stockholders who are entitled to vote and are present at any duly organized meeting may continue to do business for which the particular meeting was called until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. The absence from any meeting in person or by proxy of holders of the number of shares of stock of the Corporation required for action upon any given matter shall not prevent action at the meeting on any other matter or matters that may properly come before the meeting, so long as there are present, in person or by proxy, holders of the number of shares of voting stock of the Corporation required for action upon the other matter or matters.

1.6 Adjournment. Any meeting of the stockholders of the Corporation may be adjourned or postponed from time to time without the need for approval thereof by stockholders to reconvene or convene, respectively at the same or some other place. Notice need not be given of any such adjourned or postponed meeting (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication) if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or postponed meeting are (i) with respect to an adjourned meeting, (a) announced at the meeting at which the adjournment is taken, (b) displayed during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication, or (c) set forth in the notice of meeting given in accordance with Section 1.3 of this Article I, or (ii) with respect to a postponed meeting, are publicly announced. At any adjourned meeting at which a quorum shall be present any action may be taken that could have been taken at the meeting originally called. If the adjournment or postponement is for more than thirty (30) days, notice of the adjourned or postponed meeting in accordance with the requirements of Section 1.4 hereof shall be given to each stockholder of record entitled to vote at the adjourned meeting. If, after the adjournment or postponement, a new record date for stockholders entitled to vote is fixed for the adjourned or postponed meeting, the Board of Directors shall fix a new record date for notice of such adjourned or postponed meeting in accordance with Section 1.13 of this Article I, and shall give notice of the adjourned or postponed meeting to each stockholder of record entitled to vote at such adjourned or postponed meeting as of the record date fixed for notice of such adjourned or postponed meeting, notwithstanding any notice provided at the adjourned meeting.

1.7 Conduct of Meetings. Meetings of stockholders shall be presided over by the Chair of the Board of Directors, or, in his or her absence or inability to act, by the President or the Chief Executive Officer of the Corporation or if none of said persons is present or able to act, by a chair to be elected at the meeting. The Secretary of the Corporation, or if he or she is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the

Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as secretary of the meeting.

1.8 Conduct of Business. The chair of any meeting of stockholders shall determine the order of business and the procedures to be taken at the meeting, including such regulation of the manner of voting and the conduct of discussion as he or she determines to be appropriate.

1.9 Advance Notice of Matters to be Presented at an Annual Meeting of Stockholders.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting as set forth below. To be properly brought before an annual meeting, such business (i) must be specified in the notice of the meeting (or any supplement thereto) given by the Corporation pursuant to Section 1.4 hereof, (ii) must be brought before the meeting by or under the direction of the Board of Directors (or the Chairman or Vice Chairman of the Board or the President or the Chief Executive Officer), or (iii) other than director nominations, which are governed by Section 1.10 hereof, must be properly brought before the meeting by a holder of record of voting common stock, par value \$0.001 per share (the "*Voting Common Stock*"), of the Corporation on the date of the giving of the notice for such item of business at the meeting and on the record date for the determination of stockholders entitled to notice of and to vote at such meeting. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a holder of record of Voting Common Stock (*i.e.*, the business must be related to a proper subject matter for stockholder action), such stockholder must have given timely notice thereof in proper written form to the Secretary.

(b) To be timely, such stockholder's notice for an item of business proposed to be made at the annual meeting must be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary of the date of the previous year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Voting Common Stock are first publicly traded, be deemed to have occurred on September 28, 2026); provided, that in the event that the annual meeting is called for a date that is more than thirty (30) days before or sixty (60) days after the anniversary date of the previous year's annual meeting of stockholders, notice by the stockholder in order to be timely must be so received not earlier than the close of business on the one hundred twentieth (120th) day before the annual meeting and not later than the close of business on the later of the ninetieth (90th) day before the meeting and the tenth (10th) day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the public disclosure of an adjournment, rescheduling or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, such stockholder's notice to the Secretary must set forth the following information: (i) as to each matter such stockholder proposes to bring before the annual meeting of stockholders, a brief description of the business desired to be brought before the meeting and the proposed text of any proposal regarding such business

(including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these Bylaws, the text of the proposed amendment), and the reasons for conducting such business at the meeting, and (ii) as to the stockholder giving the notice and any Stockholder Associated Person (as defined herein): (1) the name and business address of such stockholder and any Stockholder Associated Person, including as they appear on the Corporation's books, (2) (A) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such stockholder and any Stockholder Associated Person and the dates on which such shares were acquired and (B) a description in reasonable detail of any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction or series of transactions engaged in or held by or on behalf of such stockholder or any Stockholder Associated Person, or any agreement, arrangement or understanding (including any derivative or short position, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions or any borrowing or lending of shares) to which such stockholder or any Stockholder Associated Person is, directly or indirectly, a party, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, and in each case, the effect or intent of which is to mitigate loss to, or to manage risk or benefit of stock price changes for, such stockholder or any Stockholder Associated Person, or to increase or decrease the voting power or pecuniary or economic interest of such stockholder or any Stockholder Associated Person, with respect to capital stock of the Corporation (any of the foregoing, a "*Derivative Instrument*"), (3) a description of all material relationships, agreements, arrangements or understandings (whether written or oral) between or among such stockholder and any Stockholder Associated Person and any other person or persons (including their names) in connection with or relating to the proposed business, (4) any material interest, direct or indirect (including any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such stockholder or any Stockholder Associated Person in the Corporation or any affiliate thereof or in the proposed business, other than an interest arising from the ownership of Corporation securities where such stockholder or any Stockholder Associated Person receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class or series, (5) a description of all agreements, arrangements or understandings (whether written or oral) (A) between or among such stockholder and any Stockholder Associated Person or (B) between or among such stockholder or any Stockholder Associated Person and any other person (including their names), in each case, relating to the Corporation or its securities or the voting thereof, including (x) any proxy, agreement, arrangement, understanding or relationship pursuant to which such stockholder or any Stockholder Associated Person, directly or indirectly, has a right to vote any security of the Corporation (other than any revocable proxy given in response to a solicitation made pursuant to, and in accordance with, Section 14 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and the rules and regulations promulgated thereunder by way of a solicitation statement filed on Schedule 14A) and (y) any agreement, arrangement or understanding that such stockholder or any Stockholder Associated Person has with any stockholder of the Corporation (including the name of such stockholder) with respect to how such stockholder will vote such stockholder's shares in the Corporation at any meeting of the Corporation's stockholders (including the annual meeting) or take other action in support of any proposed nominee or other business, or other action to be taken, by such stockholder or any Stockholder Associated Person,

(6) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such stockholder or any Stockholder Associated Person that are separated or separable from the underlying shares of capital stock of the Corporation, (7) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which such stockholder or any Stockholder Associated Person (A) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner or (B) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity, (8) any direct or indirect interest (other than solely as a result of security ownership) of such stockholder or any Stockholder Associated Person in any agreement, arrangement or understanding with the Corporation or any affiliate of the Corporation (including any employment agreement, collective bargaining agreement or consulting agreement), (9) any performance-related fees (other than an asset-based fee) that such stockholder or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, (10) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) under the Exchange Act or an amendment pursuant to Rule 13d-2(a) under the Exchange Act if such a statement were required to be filed under the Exchange Act by such stockholder or any Stockholder Associated Person with respect to the Corporation (regardless of whether such stockholder or any Stockholder Associated Person is actually required to file a Schedule 13D), including a description of any agreement, arrangement or understanding that would be required to be disclosed by such stockholder or any Stockholder Associated Person pursuant to Item 5 or Item 6 of Schedule 13D, (11) the names and addresses of other stockholders (including beneficial owners) known by such stockholder or any Stockholder Associated Person to provide financial support in furtherance of the proposed business and, to the extent known, the class and number of shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s), (12) a description of any pending or, to such stockholder's or any Stockholder Associated Person's knowledge, threatened legal proceeding in which such stockholder or any Stockholder Associated Person is a party or participant involving or relating to the Corporation or, to such stockholder's or any Stockholder Associated Person's knowledge, any current or former officer, director, affiliate or associate of the Corporation, (13) a representation that such stockholder and any Stockholder Associated Person has complied with all applicable law in connection with such stockholder's and any Stockholder Associated Person's acquisition of shares of capital stock of the Corporation or other securities of the Corporation, if any, and (14) any other information relating to such stockholder and any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies with respect to the proposed business to be brought by such stockholder or any Stockholder Associated Person before the annual meeting pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder or otherwise under applicable law. Additionally, the stockholder giving notice must provide a written representation that it, he or she is a holder of record of Voting Common Stock on the date of the giving of such notice and intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(d) A stockholder providing notice of business proposed to be brought before an annual meeting of stockholders pursuant to this Section 1.9 shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.9 shall be true and correct as of (i) the record date for determining the stockholders entitled to receive notice of the annual meeting and (ii) the date that is ten (10) business days prior to the date of the annual meeting or any adjournment, rescheduling or postponement thereof, and such update and supplement shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation not later than (x) five (5) business days after the record date for determining the stockholders entitled to receive notice of the annual meeting (in the case of the update and supplement required under clause (i) of this paragraph) and (y) eight (8) business days prior to the annual meeting or, if practicable, any adjournment, rescheduling or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the annual meeting has been adjourned, rescheduled or postponed) (in the case of the update and supplement required under clause (ii) of this paragraph). Any information provided pursuant to this paragraph shall not be deemed to cure any deficiencies or inaccuracies in a notice previously delivered pursuant to this Section 1.9 and shall not extend the time period for the delivery of notice pursuant to this Section 1.9. If a stockholder fails to provide any update in accordance with the foregoing provisions of this paragraph, the information as to which such written update relates may be deemed not to have been provided in accordance with this Section 1.9.

(e) If the chair of an annual meeting of stockholders determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chair shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted, notwithstanding that votes and proxies in respect of such business may have been received by the Corporation.

(f) Notwithstanding the foregoing provisions of this Section 1.9, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 1.9.

(g) Nothing contained in this Section 1.9 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

(h) For purposes of these Bylaws (i) "*affiliate*" and "*associate*" each shall have the respective meanings set forth in Rule 12b-2 under the Exchange Act; (ii) "*beneficial owner*" or "*beneficially owned*" shall have the meaning set forth in Section 13(d) of the Exchange Act, and "*owned beneficially*" shall have the correlative meaning; (iii) "*public announcement*" shall mean disclosure in a press release reported by any national news service or any document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; and (iv) "*Stockholder Associated Person*" shall mean, with respect to a stockholder and if different from such stockholder, any beneficial owner of shares of stock of the Corporation on whose behalf such stockholder is providing notice of any proposed item of business or nomination of one or more persons for

election to the Board of Directors, any affiliate of such stockholder or such beneficial owner, and any proposed director nominee of such stockholder or such beneficial owner.

1.10 Advance Notice of Nominees for Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors at any meeting of stockholders; provided that, notwithstanding anything to the contrary contained herein, director designations made in accordance with those certain investor rights agreements entered into by and between the Corporation and certain stockholders of the Corporation each dated June 12, 2026 (each, as may be amended or supplemented from time to time, an “*Investor Rights Agreement*”) shall be deemed to be in full compliance with this Section 1.10. Nominations of persons for election to the Board of Directors may be made at an annual meeting of stockholders or at a special meeting of stockholders as to which the notice of meeting provides for election of directors, by or under the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors, or by any holder of record of Voting Common Stock entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 1.10.

(b) Nominations of persons for election to the Board of Directors by stockholders entitled to vote for the election of directors at such meeting must be made by holders of record of Voting Common Stock on the date of the giving of the notice for a director nomination and on the record date for the determination of stockholders entitled to notice of and to vote at such meeting pursuant to timely notice in proper written form to the Secretary.

(c) In the case of an annual meeting of stockholders, to be timely, such stockholder’s notice for a director nomination proposed to be made at the annual meeting must be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary of the date of the previous year’s annual meeting of stockholders (which date shall, for purposes of the Corporation’s first annual meeting of stockholders after its shares of Voting Common Stock are first publicly traded, be deemed to have occurred on September 28, 2026); provided, that in the event that the annual meeting is called for a date that is more than thirty (30) days before or sixty (60) days after the anniversary date of the previous year’s annual meeting of stockholders, notice by the stockholder in order to be timely must be so received not earlier than the close of business on the one hundred twentieth (120th) day before the annual meeting and not later than the close of business on the later of the ninetieth (90th) day before the meeting and the tenth (10th) day following the day on which public announcement of the date of the special meeting was first made by the Corporation. In no event shall the public disclosure of an adjournment, rescheduling or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder’s notice as described above.

(d) In the event the Board of Directors calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, to be timely, such stockholder’s notice for a director nomination proposed to be made at such special meeting of stockholders must be delivered to or mailed and received by the Secretary at the principal executive offices of

the Corporation not earlier than the close of business on the one hundred twentieth (120th) day before the meeting and not later than the close of business on the later of the ninetieth (90th) day before the meeting and the tenth (10th) day following the day on which public announcement of the date of the meeting and of the nominees proposed by the Board of Directors to be elected at such special meeting was first made by the Corporation. In no event shall the public disclosure of an adjournment, rescheduling or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(e) To be in proper written form, such stockholder's notice to the Secretary for the nomination of one or more directors must set forth the following information: (i) as to each person whom the stockholder proposes to nominate for election as a director, (1) the name, age, business address and residence address of such person, (2) the principal occupation or employment of such person, (3) (A) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such person and any affiliates of such person and the dates on which such shares were acquired and (B) a description in reasonable detail of any Derivative Instrument engaged in or held by such person and any affiliates of such person or to which such person and any affiliates of such person is a party, (4) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among the stockholder giving the notice and any Stockholder Associated Person, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K of the Exchange Act if the stockholder giving the notice and any Stockholder Associated Person were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, and (5) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder or otherwise under applicable law; and (ii) as to the stockholder giving the notice and any Stockholder Associated Person: (1) the name and business address of such stockholder and any Stockholder Associated Person, including as they appear on the Corporation's books, (2) (A) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such stockholder and any Stockholder Associated Person and the dates on which such shares were acquired and (B) a description in reasonable detail of any Derivative Instrument engaged in or held by such stockholder or any Stockholder Associated Person or to which such stockholder or any Stockholder Associated Person is a party, (3) a description of all material relationships, agreements, arrangements or understandings (whether written or oral) between or among such stockholder and any Stockholder Associated Person and any proposed nominee or any other person or persons (including their names) in connection with or relating to the nomination(s) that are being made by such stockholder, (4) any material interest, direct or indirect (including any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such stockholder or any Stockholder Associated Person in the Corporation or any affiliate thereof or in such nomination, other than an interest arising from the ownership of Corporation securities where such stockholder or any Stockholder Associated

Person receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class or series, (5) a description of all agreements, arrangements or understandings (whether written or oral) (A) between or among such stockholder and any Stockholder Associated Person or (B) between or among such stockholder or any Stockholder Associated Person and any other person (including their names), in each case, relating to the Corporation or its securities or the voting thereof, including (x) any proxy, agreement, arrangement, understanding or relationship pursuant to which such stockholder or any Stockholder Associated Person, directly or indirectly, has a right to vote any security of the Corporation (other than any revocable proxy given in response to a solicitation made pursuant to, and in accordance with, Section 14 of the Exchange Act and the rules and regulations promulgated thereunder by way of a solicitation statement filed on Schedule 14A) and (y) any agreement, arrangement or understanding that such stockholder or any Stockholder Associated Person has with any stockholder of the Corporation (including the name of such stockholder) with respect to how such stockholder will vote such stockholder's shares in the Corporation at any meeting of the Corporation's stockholders or take other action in support of any proposed nominee or other business, or other action to be taken, by such stockholder or any Stockholder Associated Person, (6) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such stockholder or any Stockholder Associated Person that are separated or separable from the underlying shares of capital stock of the Corporation, (7) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which such stockholder or any Stockholder Associated Person (A) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner or (B) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity, (8) any direct or indirect interest (other than solely as a result of security ownership) of such stockholder or any Stockholder Associated Person in any agreement, arrangement or understanding with the Corporation or any affiliate of the Corporation (including any employment agreement, collective bargaining agreement or consulting agreement), (9) any performance-related fees (other than an asset-based fee) that such stockholder or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, (10) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) under the Exchange Act or an amendment pursuant to Rule 13d-2(a) under the Exchange Act if such a statement were required to be filed under the Exchange Act by such stockholder or any Stockholder Associated Person with respect to the Corporation (regardless of whether such stockholder or any Stockholder Associated Person is actually required to file a Schedule 13D), including a description of any agreement, arrangement or understanding that would be required to be disclosed by such stockholder or any Stockholder Associated Person pursuant to Item 5 or Item 6 of Schedule 13D, (11) the names and addresses of other stockholders (including beneficial owners) known by such stockholder or any Stockholder Associated Person to provide financial support in furtherance of the nomination and, to the extent known, the class and number of shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s), (12) a description of any pending or, to such stockholder's or any Stockholder Associated Person's knowledge, threatened legal proceeding in which such stockholder or any

Stockholder Associated Person is a party or participant involving or relating to the Corporation or, to such stockholder's or any Stockholder Associated Person's knowledge, any current or former officer, director, affiliate or associate of the Corporation, (13) a representation that such stockholder and any Stockholder Associated Person has complied with all applicable law in connection with such stockholder's and any Stockholder Associated Person's acquisition of shares of capital stock of the Corporation or other securities of the Corporation, if any, and (14) any other information relating to such stockholder and any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder or otherwise under applicable law. Additionally, the stockholder giving notice must provide a written representation that it, he or she is a holder of record of Voting Common Stock on the date of the giving of such notice and intends to appear in person or by proxy at the annual meeting or special meeting of stockholders, as applicable, for the purpose of electing one or more directors to nominate the persons named in the notice. Such notice must be accompanied by, for each proposed nominee, (x) a completed and signed written questionnaire with respect to the background and qualification of such nominee (which questionnaire shall be in the form provided by the Secretary upon written request), (y) a written representation and agreement from such nominee that he or she (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such nominee, if elected as a director of the Corporation, will act or vote on any issue or question that has not been disclosed to the Corporation, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director with respect to the Corporation that has not been disclosed to the Corporation, (C) will comply with all applicable rules of any stock exchange upon which the Corporation's securities are listed, the Charter and these Bylaws and has read and will comply with the Corporation's publicly disclosed code of ethics, corporate governance guidelines, stock ownership and trading policies and guidelines (if any) and any other policies or guidelines of the Corporation applicable to directors, (D) will make such other acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors, and (E) intends to serve a full term, if elected as a director, and (z) the written consent to being named as a nominee in any proxy statement relating to the annual meeting or special meeting of stockholders, as applicable, for the purpose of electing one or more directors to the Board of Directors immediately following the submission of the notice pursuant to this Section 1.10 and to serve as a director if elected. The Corporation may also require each proposed nominee to furnish any other information (x) that may reasonably be requested by the Corporation to determine whether such person would be independent under the listing standards of any stock exchange applicable to the Corporation, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's directors or (y) that could be material to a reasonable stockholder's understanding of independence and suitability, or lack thereof, of such person. If requested by the Corporation, any supplemental information required under this paragraph shall be provided within five (5) business days after it has been requested by the Corporation.

(f) A stockholder providing notice of any director nomination proposed to be made at an annual meeting or special meeting of stockholders, as applicable, pursuant to this Section 1.10 shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.10 shall be true and correct as of (i) the record date for determining the stockholders entitled to receive notice of the annual meeting or special meeting of stockholders, as applicable, and (ii) the date that is ten (10) business days prior to the date of the annual meeting or special meeting of stockholders, as applicable, or any adjournment, rescheduling or postponement thereof, and such update and supplement shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation not later than (x) five (5) business days after the record date for determining the stockholders entitled to receive notice of the annual meeting or special meeting of stockholders, as applicable, (in the case of the update and supplement required under clause (i) of this paragraph), and (y) eight (8) business days prior to the annual meeting or special meeting of stockholders, as applicable, or, if practicable, any adjournment, rescheduling or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the annual meeting or special meeting of stockholders, as applicable, has been adjourned, rescheduled or postponed) (in the case of the update and supplement required under clause (ii) of this paragraph). Any information provided pursuant to this paragraph shall not be deemed to cure any deficiencies or inaccuracies in a notice previously delivered pursuant to this Section 1.10 and shall not extend the time period for the delivery of notice pursuant to this Section 1.10. If a stockholder fails to provide any update in accordance with the foregoing provisions of this paragraph, the information as to which such written update relates may be deemed not to have been provided in accordance with this Section 1.10.

(g) Other than nominations pursuant to the Investor Rights Agreements, the sole and exclusive procedures by which any stockholder may nominate a person to serve as a director shall be as set forth in this Section 1.10. The number of proposed nominees such stockholder may include in a notice under this Section 1.10 or nominate for election at an annual meeting or a special meeting of stockholders called for the purpose of electing one or more directors to the Board of Directors shall not exceed the number of directors to be elected at such meeting, and no stockholder shall be entitled to make additional or substitute nominations following the expiration of the time periods set forth in this Section 1.10. The chair of an annual meeting or a special meeting of stockholders called for the purpose of electing one or more directors to the Board of Directors shall determine whether a nomination of any director nominee proposed to be brought before such meeting has been made in accordance with the procedures set forth in this Section 1.10, and, if any proposed director nomination is not in compliance therefor, the chair shall declare at such meeting that such nomination was not properly brought before the meeting and shall be disregarded, notwithstanding that votes and proxies in respect of such nomination may have been received by the Corporation.

(h) Notwithstanding the foregoing provisions of this Section 1.10, such stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 1.10, including Rule 14a-19 under the Exchange Act. In addition, notwithstanding anything herein to the contrary, if (i) any stockholder provides notice pursuant to Rule 14a-19(b) under the Exchange Act with

respect to any proposed nominee and (ii) such stockholder (x) subsequently notifies the Corporation that it no longer intends to solicit proxies in support of the election or reelection of such proposed nominee in accordance with Rule 14a-19(b) under the Exchange Act or (y) then fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) under the Exchange Act, then the Corporation shall disregard any proxies solicited for such proposed nominee (subject to applicable law). Upon request by the Corporation, if any stockholder provides notice pursuant to Rule 14a-19(b) under the Exchange Act, such stockholder shall deliver to the Secretary, no later than five (5) business days prior to the applicable date of the annual meeting or a special meeting of stockholders called for the purpose of electing one or more directors to the Board of Directors, reasonable evidence that the requirements of Rule 14a-19(a)(3) under the Exchange Act have been satisfied.

(i) Nothing contained in this Section 1.10 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

1.11 Voting. At all meetings of stockholders, every stockholder entitled to vote thereat shall have one vote for each share of Voting Common Stock standing in his or her name on the books of the Corporation on the date for the determination of stockholders entitled to vote at such meeting, except as otherwise provided by law, by the Charter or by these Bylaws.

Each stockholder entitled to vote at any meeting of stockholders of the Corporation may authorize another person or persons to act for him or her as proxy by (i) signing a writing authorizing the other person to act as proxy in the manner permitted by Delaware law or (ii) transmitting, or authorizing the transmission of, an authorization for the person to act as proxy to (a) the person authorized to act as proxy or (b) any other person authorized to receive the proxy authorization on behalf of the person authorized to act as the proxy, including a proxy solicitation or proxy support service organization. The authorization may be transmitted by a telegram, cablegram, datagram, electronic mail, or any other electronic or telephonic means. Further, to the extent permitted by Delaware law, the placing of a stockholder's name on a proxy pursuant to telephonic or electronically transmitted instructions obtained pursuant to procedures reasonably designed to verify that such instructions have been authorized by such stockholder shall constitute execution of such proxy by or on behalf of such stockholder. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder authorizing it, except in those cases in which the proxy states that it is irrevocable and where an irrevocable proxy is permitted by law. A proxy purporting to be by or on behalf of the stockholder authorizing it shall be deemed valid unless challenged at or prior to its exercise. Any stockholder directly or indirectly soliciting proxies from other stockholders may use any proxy card color other than white, which shall be reserved for exclusive use of the Board of Directors.

All matters presented to a vote of the stockholders of the Corporation shall be decided by the holders of a majority of the shares represented in person or by proxy at the meeting and entitled to vote, except with respect to the election of directors, which shall be decided by a plurality of the votes cast and except as otherwise provided by the Charter or applicable law.

Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class or classes, except as otherwise provided by law or by the Charter or these Bylaws.

1.12 Fixing of Record Date. The Board of Directors may set a record date for the purpose of determining stockholders entitled to notice of and to vote at any meeting of the stockholders of the Corporation. The record date may not be prior to the close of business on the day the record date is fixed and may not be more than sixty (60) days prior to the date of the notice or the date of the meeting (except as permitted by Section 1.6 hereof), nor fewer than ten (10) days before the date of the meeting. If no record date has been fixed, the record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders of the Corporation shall be the later of the close of business on the day on which notice of the meeting is mailed or the thirtieth (30th) day before the meeting.

1.13 Inspectors. The Board of Directors may, in advance of any meeting of stockholders of the Corporation, appoint one or more inspectors to act at the meeting or at any adjournment of the meeting. If the inspectors shall not be so appointed or if any of them shall fail to appear or act, the chair of the meeting may appoint inspectors. Each inspector, before entering upon the discharge of his or her duties, shall, if required by the Board of Directors or the chair, as the case may be, take and sign an oath to execute faithfully the duties of inspector at the meeting with strict impartiality and according to the best of his or her ability. The inspectors shall determine the number of shares outstanding and the voting power of each share, the number of shares represented at the meeting, the existence of a quorum and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do those acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chair of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No Director or candidate for the office of Director shall act as inspector of an election of Directors. Inspectors need not be stockholders of the Corporation.

ARTICLE II

BOARD OF DIRECTORS

2.1 General Powers. The property, business and affairs of the Corporation shall be managed under the direction of the Board of Directors. All powers of the Corporation may be exercised by or under authority of the Board of Directors except as conferred on or reserved to the stockholders by law, by the Corporation's Charter, or by these Bylaws. All acts done at any meeting of the Directors or by any person acting as a Director, so long as his or her successor shall not have been duly elected or appointed, shall, notwithstanding that it be afterwards discovered that there was some defect in the election of the Directors or of such person acting as aforesaid or that they or any of them were disqualified, be as valid as if the Directors or such other person, as the case may be, had been duly elected and were or was qualified to be Directors or a Director of the Corporation.

2.2 Number and Term of Office. The number of the members (the “*Directors*”) of the Board of Directors shall be fixed from time to time by resolution of the Board of Directors. No reduction in the number of Directors by resolution of the Board shall have the effect of removing any Director from office prior to the expiration of his or her term. The stockholders shall not be entitled to fix the number of members of the Board of Directors.

The directors, other than those who may be elected by the holders of any class or series of Preferred Stock, shall be divided, with respect to the time for which they severally hold office, into three classes, with the term of office of the first class to expire at the first annual meeting of stockholders, the term of office of the second class to expire at the annual meeting of stockholders one year thereafter and the term of office of the third class to expire at the annual meeting of stockholders two years thereafter, with each director to hold office until his or her successor shall have been duly elected and qualified. At each annual meeting of stockholders, directors elected to succeed those directors whose terms then expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified. At each annual meeting of stockholders following such initial classification and election, Directors elected to succeed the Directors whose terms expire at such annual meeting shall be elected to hold office for a term of three (3) years following their election and until their successors have been duly elected and qualified. If the number of Directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain or attain a number of Directors in each class as nearly equal as reasonably possible, but no decrease in the number of Directors may shorten the term of any incumbent Director.

2.3 Vacancies.

(a) Subject to Section 2.3(b) and Section 2.3(c), (i) newly created directorships resulting from any increase in the number of Directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall only be filled by, unless the Board of Directors otherwise determines, a majority vote of the Directors then in office, even if less than a quorum, and Directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires and until such Director’s successor shall have been duly elected and qualified, (ii) whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more Directors by the Charter, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the Directors elected by such class or classes or series thereof then in office, or by the sole remaining Director so elected and (iii) any Director appointed to fill a vacancy shall hold office until and his or her successor is elected and qualified, unless such Director resigns or is removed prior to such time.

(b) Notwithstanding Section 2.3(a), if, pursuant to an Investor Rights Agreement, a person or legal entity is entitled under the applicable Investor Rights Agreement to nominate a Director to fill the vacancy created by a Director ceasing to serve as a Director, the Board of Directors shall fill such vacancy with a person chosen by the person or legal entity

entitled to fill such vacancy in accordance with and subject to the terms of the applicable Investor Rights Agreement.

(c) If a vacancy on the Board of Directors results from a Director ceasing to serve as a Director because the person or entity that nominated such Director pursuant to an Investor Rights Agreement is no longer entitled to nominate a Director to such seat, the Board of Directors shall initially fill such vacancy with a person selected by John Delaney for the remainder of such Director's existing term unless such selection is restricted or prohibited by law, or John Delaney no longer owns any shares of Voting Common Stock directly or indirectly, in which case the Board of Directors shall fill such vacancy with a person recommended by the appropriate committee of the Board of Directors.

2.4 Removal of Directors. A director may be removed from office only (a) pursuant to the terms of any Investor Rights Agreement that provides for removal, (b) pursuant to the rights of holders of any series of Preferred Stock with respect to the election of directors or (c) by the stockholders of the Corporation for Cause. "Cause" for purposes hereof means any of (i) a final, non-appealable conviction of, or plea of guilty or *nolo contendere* to, a felony or a crime involving moral turpitude; (ii) willful misconduct or gross negligence in the performance of the director's duties to the Corporation that results in material harm to the Corporation; (iii) a final, non-appealable judicial determination that the director committed fraud, dishonesty, or a willful violation of any law or regulation applicable to the Corporation's business; or (iv) a willful and material breach of the director's fiduciary duties to the Corporation.

2.5 Resignation. A Director of the Corporation may resign at any time by giving written notice of his or her resignation to the Board of Directors, the Chair of the Board, the President, Chief Executive Officer or the Secretary of the Corporation. A resignation shall take effect on the date specified in the notice of resignation or, should an effective date not be specified, immediately upon receipt of the notice of resignation. Should any party entitled to designate a Director pursuant to such party's Investor Rights Agreement lose the right to designate such Director, such designated Director shall promptly resign in compliance with the applicable Investor Rights Agreement and this Section 2.5.

2.6 Place of Meeting. The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Delaware, at such place or places as they may from time to time determine. The Board of Directors may hold their meetings by conference telephone or other similar electronic communications equipment in accordance with the provisions of the Delaware General Corporation Law, as amended from time to time (the "DGCL").

2.7 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place within or without the State of Delaware as shall from time to time be determined by resolution of the Board; provided that (a) such meetings shall occur no less frequently than quarterly and (b) notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be sent promptly to each Director not present at the meeting at which such change was made. Such notice shall be in the manner provided for notice of special meetings of the Board. The annual meeting of the Board of

Directors shall be held immediately following the annual stockholders' meeting. Any business may be transacted at any regular meeting of the Board.

2.8 Special Meetings. Special meetings of the Board of Directors shall be held at any time or place within or without the State of Delaware whenever called by direction of the Chair of the Board, the President or the Chief Executive Officer; provided that a special meeting must be called by the Chair of the Board, the President, the Chief Executive Officer or the Secretary upon written request of three (3) members of the Board of Directors. Notice of each special meeting of the Board of Directors shall be given by the Secretary as hereinafter provided. Each notice shall state the date, time, place and purpose(s) of the meeting and shall be delivered or transmitted to each Director, either personally or by telephone or other standard form of telecommunication or by electronic mail to any electronic mail address of the Director, at least forty-eight (48) hours before the time at which the meeting is to be held, or by first-class mail, postage prepaid, addressed to the Director at his or her residence or usual place of business, and mailed at least three (3) days before the day on which the meeting is to be held, or transmitted by telecommunication or by electronic mail leaving a visual record at least two (2) days before the meeting.

Notice, when required, of any meeting of the Board of Directors or a committee of the Board need not be given when the requirements of Section 8.2 have been met.

2.9 Quorum. Except as otherwise required by law, the Charter or the rules and regulations Nasdaq Global Select Market ("*Nasdaq*") or of any other securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the Directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the vote of a majority of the Directors or committee members, as applicable, present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

2.10 Conduct of Meetings. Meetings of Directors shall be presided over by the Chair of the Board, or, in his or her absence or inability to act, the President or the Chief Executive Officer, if also a Director, or, in the absence or inability of the President or Chief Executive Officer to act, the Lead Independent Director (as defined herein), if there be one, or, in the absence or inability of the Lead Independent Director to act, another Director chosen by a majority of the Directors present, shall act as chair of the meeting and preside at the meeting. The Secretary of the Corporation, or if he or she is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as secretary of the meeting.

2.11 Action by Written Consent. Unless otherwise restricted by the Charter, any action required or permitted to be taken at a meeting of the Board of Directors or any committee of the Board of Directors may be taken without a meeting, if a unanimous written consent which sets

forth the action is signed by each member of the Board, or committee as applicable, and filed with the minutes of proceedings of the Board, or committee as applicable.

2.12 Compensation of Directors. Each Director shall be entitled to receive compensation, if any, as may from time to time be fixed by the affirmative vote of Directors constituting at least a majority of the entire Board of Directors, including a fee for each meeting of the Board or any committee thereof, regular or special, he or she attends. Directors may also be reimbursed by the Corporation for all reasonable expenses incurred in traveling to and from the place of a Board or committee meeting.

2.13 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Company. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to the rules and regulations of Nasdaq or any other securities exchange or quotation system on which the securities of the Company are listed for trading, if a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company and may authorize the seal of the Company to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. Notwithstanding anything to the contrary contained in this Article II, any resolution of the Board of Directors establishing or directing any committee of the Board of Directors or establishing or amending the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling. No committee of the Board of Directors shall have the power or authority to (a) approve or adopt, or recommend to stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval; or (b) adopt, amend, or repeal these Bylaws.

Notice of committee meetings shall be given in the same manner as notice for special meetings of directors. A majority of the members of a committee, if there are three (3) or more members of the committee, or all of the members of the committee, if there are less than three (3) members, shall constitute a quorum for the transaction of any business at any meeting of the committee. The act of a majority of the committee members, if there are three (3) or more committee members present, or all of the committee members, if there are less than three (3) committee members present, shall be the act of the committee. The Board of Directors may designate a chair of any committee, and such chair or any two (2) members of the committee, if

the committee has at least two (2) members, or the sole member of the committee, if the committee has one (1) member, may fix the time and place of its meeting unless the Board shall otherwise provide. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

2.14 Chair of the Board. The Board of Directors may appoint one of the directors to serve as Chair of the Board, but such appointment shall not result in any director becoming an officer of the Corporation. If the Board of Directors appoints a Chair of the Board, unless otherwise provided by the Board of Directors, he or she shall, if present, preside at all meetings of the shareholders and the Board of Directors, and he or she shall perform such other duties and possess such other powers as are assigned to him or her by the Board of Directors.

2.15 Lead Independent Director. The Board of Directors may, in its discretion, appoint a lead independent director (the “*Lead Independent Director*”) from among its members that are “Independent Directors” (as defined below). He or she shall preside at all meetings at which the Chair of the Board is not present and shall exercise such other powers and duties as may from time to time be assigned to him or her by the Board of Directors or as prescribed by these Bylaws. For purposes of these Bylaws, “Independent Director” has the meaning ascribed to such term under the rules of Nasdaq or any other stock exchange upon which the Corporation’s common stock is primarily traded.

ARTICLE III

OFFICERS

3.1 Election, Tenure, and Compensation. The officers of the Corporation shall be a President, a Chief Executive Officer, a Secretary and a Treasurer and/or one or more assistants to the foregoing officers and any Vice Presidents as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the stockholders, except where a longer term is expressly provided in an employment contract duly authorized and approved by the Board of Directors.

Any two (2) or more of the above offices, except those of President or Chief Executive Officer, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these Bylaws to be executed, acknowledged or verified by any two (2) or more officers. The compensation or salary paid to all officers of the Corporation shall be fixed by resolutions adopted by the Board of Directors or a committee thereof, but this power may be delegated to any officer with respect to other officers under his or her supervision.

In the event that any office other than an office required by law shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant, then such office and all references thereto in these Bylaws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these Bylaws. A vacancy in any office whether arising

from death, resignation, removal or any other cause may be filled in the manner prescribed in these Bylaws for the regular election or appointment to the office.

Any officer, agent or employee of the Corporation may be removed by the Board of Directors whenever in the Board's judgment the best interests of the Corporation will be served thereby, and the Board may delegate the power of removal as to agents and employees not elected or appointed by the Board of Directors. Removal shall be without prejudice to the person's contract rights, if any, but the appointment of any person as an officer, agent or employee of the Corporation shall not of itself create contract rights.

Any officer of the Corporation may resign at any time by giving written notice of his or her resignation to the Board of Directors, the Chair of the Board, the President, Chief Executive Officer or the Secretary. Any resignation shall take effect at the time specified therein or, if the time when it shall become effective is not specified therein, immediately upon its receipt. Acceptance of a resignation shall not be necessary to make it effective unless the resignation states otherwise.

3.2 Powers and Duties of the President. In the absence of the Chair of the Board, or if no Chair of the Board has been chosen, the President or the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board of Directors and exercise the powers and perform the duties of the Chair of the Board. The President also shall exercise such other powers and perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

3.3 Powers and Duties of the Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation and, subject to the supervision of the Board of Directors, shall have the general direction over the business, affairs and property of the Corporation and of its officers, employees and agents. In the absence of the Chair of the Board, or if no Chair of the Board has been chosen, the President or the Chief Executive Officer shall preside at all meetings of the stockholders and of the Board of Directors and exercise the powers and perform the duties of the Chair of the Board. The Chief Executive Officer also shall exercise such other powers and perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

3.5 Powers and Duties of the Vice Presidents. The Board of Directors may appoint one or more Vice Presidents and may delegate the power to appoint Vice Presidents to the President or Chief Executive Officer, or both. Each Vice President shall have such powers and shall perform such duties as may be assigned to him or her by the Board of Directors or the President. In case of the absence or inability to act of the President, the duties of that office shall be performed by the most senior of the Vice Presidents.

3.6 Secretary; Assistant Secretary. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and the Board of Directors and all other notices required by law or by these Bylaws, and in case of his or her absence or refusal or neglect to do so, any such notice may be given by any person directed to do so by the President or the Chief Executive Officer, or by the Board of Directors or stockholders upon whose written request the meeting is

called as provided in these Bylaws. The Secretary shall record all the proceedings of the meetings of the stockholders and of the Board of Directors in books provided for that purpose, and he or she shall perform such other duties as may be assigned to him or her by the Board of Directors, the President or the Chief Executive Officer. He or she shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the President or the Chief Executive Officer, and attest to the same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors, the President or the Chief Executive Officer.

The Board of Directors may appoint an Assistant Secretary or more than one Assistant Secretary. Each Assistant Secretary shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Secretary in the absence or inability to act of the Secretary and shall have such other powers and shall perform such other duties as may be assigned to him or her by the Board of Directors, the President, the Chief Executive Officer or the Secretary.

3.7 Treasurer; Assistant Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and he or she shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the President, or the Chief Executive Officer, taking proper vouchers for such disbursements. He or she shall render to the President, the Chief Executive Officer and the Board of Directors, whenever any of them so requests, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors, the President and the Chief Executive Officer.

The Board of Directors may appoint an Assistant Treasurer or more than one Assistant Treasurer. Each Assistant Treasurer shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Treasurer in the absence or inability to act of the Treasurer and shall have such other powers and shall perform such other duties as may be assigned to him or her by the Board of Directors, the President, the Chief Executive Officer or the Treasurer.

3.8 Bonds. The Board of Directors may require any officer or agent of the Corporation to execute a bond to the Corporation in such sum and with such surety or sureties as the Board of Directors may determine.

ARTICLE IV

CAPITAL STOCK

4.1 Stock Certificates; Uncertificated Shares. The shares of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or

resolutions that some or all of any class or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. No certificate shall be issued for any share of stock of any class until such share is fully paid in accordance with the DGCL.

Stock certificates of each class shall be in such form as shall be prepared or approved by the Board of Directors. Each certificate shall be signed by the President, the Chief Executive Officer or the Chair of the Board, and countersigned by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. The signatures may be either manual or facsimile signatures. Such a certificate shall be valid and may be issued whether or not an officer who signed it is still an officer when it is issued. The name of the Corporation and of the person owning the shares represented thereby, with the number and class of such shares and the date of issue, shall be on the face of the certificate and entered on the Corporation's books at the time of issuance.

4.2 Regulations. The Board of Directors shall have the power and authority to make such rules and regulations as it may deem expedient concerning the issuance, transfer and registration of certificates for shares or uncertificated shares of stock of any class of the Corporation.

4.3 Fixing of Record Date for Dividends, Distributions, etc. The Board may fix, in advance, a date not more than sixty (60) days preceding the date fixed for the payment of any dividend or the making of any distribution with respect to, or the allotment of other rights, as the record date for the determination of the stockholders entitled to receive any such dividend, distribution or allotment, and in such case only the stockholders of record at the time so fixed shall be entitled to receive such dividend, distribution or allotment. If no record date has been fixed, the record date for determining stockholders entitled to receive dividends or an allotment of any rights shall be the close of business on the day on which the resolution of the Board of Directors declaring the dividend or allotment of rights is adopted, but the payment or allotment shall not be made more than sixty (60) days after the date on which the resolution is adopted.

4.4 Transfer of Shares.

(a) Subject to Article XI of the Charter, transfers of shares of the stock of the Corporation shall be made on the books of the Corporation by the holder of record thereof (in person or by his or her attorney thereunto duly authorized by a power of attorney duly executed in writing and filed with the Secretary of the Corporation) (i) if a certificate or certificates have been issued, upon the surrender of the certificate or certificates, properly endorsed or accompanied by proper instruments of transfer, representing such shares, or (ii) as otherwise prescribed by the Board of Directors.

(b) Subject to Article XI of the Charter, the Corporation shall be entitled to treat the holder of record of any share of stock as the absolute owner thereof for all purposes, including, without limitation, the rights to receive dividends or other distributions and to vote as the owner, and the Corporation shall not be bound to recognize any legal, equitable or other claim or interest in such share on the part of any other person, whether or not it shall have

express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

(c) Notwithstanding anything to the contrary contained in these Bylaws, the Board of Directors may adopt by resolution a procedure by which a stockholder of the Corporation may certify in writing to the Corporation that any shares of stock registered in the name of the stockholder are held for the account of a specified person other than the stockholder. The resolution shall set forth the class of stockholders who may make the certification; the purpose for which the certification may be made; the form of certification and the information to be contained in it; if the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or closing of the stock transfer books within which the certification must be received by the Corporation; and any other provisions with respect to the procedure which the Board considers necessary or desirable. On receipt of a certification which complies with the requirements established by the Board's resolution, the person specified in the certification shall be, for the purpose set forth in the certification, the holder of record of the specified stock in place of the stockholder who makes the certification, subject to Article XI of the Charter.

4.5 Transfer Agent and Registrar. The Board of Directors may appoint a transfer agent and/or registrar of transfers and may require that all stock certificates representing shares of any class to bear the signatures of such transfer agent or registrar of transfers, or the signatures of both.

4.6 Lost, Stolen or Destroyed Certificates. The Board of Directors or any officer authorized by the Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed. Before issuing a new certificate or uncertificated shares for stock of the Corporation alleged to have been lost, stolen or destroyed, the Board of Directors or any officer authorized by the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate (or his or her legal representative) to give the Corporation a bond or other indemnity, in such form and in such amount as the Board of Directors or any such officer may direct and with such surety or sureties as may be satisfactory to the Board of Directors or any such officer, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

4.7 Stock Ledger. The Corporation shall maintain a stock ledger that contains the name and address of each stockholder and the number of shares of stock, of each class registered in the name of each stockholder. The stock ledger may be in written form or in any other form that can be converted within a reasonable time into written form for visual inspection. The original or a duplicate of the stock ledger shall be kept at the offices of a transfer agent for the particular class of stock, within or without the State of Delaware, or, if none, at the principal office or the principal executive offices of the Corporation in the State of Delaware.

ARTICLE V

SEAL

In the event that the President or the Chief Executive Officer shall direct the Secretary to obtain a corporate seal, the corporate seal shall be in such form as may be approved from time to time by the Board. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. Duplicate copies of the corporate seal may be provided for use in the different offices of the Corporation but each copy thereof shall be in the custody of the Secretary of the Corporation or of an Assistant Secretary of the Corporation nominated by the Secretary.

ARTICLE VI

FINANCE

6.1 **Bank Accounts.** Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from, time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money drawn against the account or in the name or behalf of this Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There may from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section 6.1, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or the Chief Executive Officer and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify and advance expenses to each of the Corporation's directors and officers, in each case who was or is involved in any manner (including, without limitation, as a party or a witness), or is threatened to be made so involved, in any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative, or investigative (including without limitation, any action, suit or proceeding by or

in the right of the Corporation to procure a judgment in its favor, but excluding any action, suit, or proceeding, or part thereof, brought by such person (including without limitation an action, suit or proceeding against the Corporation or any affiliate of the Corporation) unless consented to by the Corporation, or to the extent brought by Indemnitee by way of compulsory counterclaim or affirmative defense) (a “*Proceeding*”) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnitee in connection with such Proceeding (or part thereof) to the fullest extent permitted by and in accordance with Section 145 of the DGCL, subject only to limits created by any applicable federal or state bank holding company or bank regulatory laws or regulations or applicable limitations of Delaware law. The Corporation may make or agree to make indemnification payments to an institution-affiliated party, as defined at 12 USC 1813(u), for an administrative proceeding or civil action initiated by any federal banking agency, that are reasonable and consistent with the requirements of 12 USC 1828(k), 12 CFR 359, and 12 CFR 7.2014. The Corporation may indemnify an institution-affiliated party, as defined at 12 USC 1813(u), for damages and expenses, including the advancement of expenses and legal fees, in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, in accordance with the DGCL, provided such payments are consistent with safe and sound banking practices (the indemnification provided in this paragraph, collectively, the “*Indemnification Section*”).

With respect to an employee or agent (and any other persons to which the DGCL permits the Corporation to provide indemnification), other than a director or officer of the Corporation, the Corporation may, as determined by the Board of Directors, indemnify and advance expenses to such employee or agent (or other person) in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

The indemnification and advancement of expenses provided by this Article VII or provided in the Corporation’s Charter shall not be deemed exclusive of any other right, in respect of indemnification or otherwise, to which those seeking such indemnification or advancement of expenses may be entitled under any insurance or other agreement, vote of stockholders or disinterested Directors or otherwise.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or while a director, officer, employee or agent of the Corporation is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, against any liability asserted against and incurred by such person in any such capacity or arising out of such person’s position, whether or not the Corporation would have the power to indemnify such person under Delaware law.

The Corporation acknowledges that the Investor Designees (as defined in the Investor Rights Agreements) may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Investors and/or certain of their respective affiliates (collectively, the

“Investor Indemnitors”). The Corporation hereby agrees that, with respect to any matter for which indemnification is available hereunder, (i) it is the indemnitor of first resort (*i.e.*, its obligations to the Investor Designees are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Investor Designees are secondary), and (ii) it shall be required to advance the full amount of expenses incurred by the Investor Designee, as applicable, and shall be liable for the full amount of all expenses and liabilities to the extent legally permitted and as required by the terms hereof and the Charter and the Investor Rights Agreements (and any other agreement regarding indemnification between the Corporation and the Investor Designee, as the case may be), without regard to any rights an Investor Designee may have against the Investor Indemnitor. The Corporation further agrees that no advancement or payment by the Investor Indemnitor on behalf of an Investor Designee with respect to any claim for which the Investor Designee has sought indemnification from the Corporation shall affect the foregoing and the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Investor Designee against the Corporation. The Corporation and each Investor Designees agree that the Investor Indemnitors are express third party beneficiaries of the terms of this Article VII.

No amendment, modification or repeal of this Article VII shall adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any person with respect to any acts or omissions of such person occurring prior to, such amendment, repeal or modification.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors. In the absence of any such resolution, the accounts of the Corporation shall be kept on a calendar year basis.

8.2 Waiver of Notice. Whenever any notice of the date, hour, place and/or purpose of any meeting of stockholders, Directors or a committee of the Board is required to be given under the provisions of the DGCL or under the provisions of the Corporation’s Charter or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting (whether in person, telephonically, by video conference or other permitted electronic medium) or, in the case of a meeting of stockholders, by proxy, shall be deemed equivalent to the giving of such notice to such person.

8.3 Offices. The address of the principal office may be changed from time to time pursuant to the DGCL. The Corporation may have such other offices and places of business at such places within or without the State of Delaware as the Board of Directors may determine from time to time.

8.4 Voting Stock in Other Corporations. The President and the Chief Executive Officer shall have full power and authority on behalf of the Corporation to attend and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock, and at any such meeting shall possess and may exercise (in person or by proxy), any and all rights, powers and privileges incident to the ownership of such stock, and which, as the owner thereof, this Corporation might have possessed and exercised if present. The President and the Chief Executive Officer may grant proxies on behalf of the Corporation to any person or persons to act in his or her stead at such meetings. Notwithstanding the foregoing, the Board of Directors by resolution may appoint some other person to vote such shares, in which case such person and not the President, or the Chief Executive Officer or his or her proxy shall be entitled to vote such shares upon production of a certified copy of such resolution.

8.5 Books and Records. The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its stockholders and Board of Directors and of any committee thereof.

ARTICLE IX

AMENDMENTS

The Board of Directors shall have the power and authority to amend, alter, change or repeal these Bylaws or any provision thereof, and to make from time to time any additional Bylaws, by resolution adopted by a majority of all of the Directors, at any regular or special meeting of the Board; provided that the affirmative vote of holders of not less than eighty percent (80%) of the votes of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, considered for purposes hereof as a single class, shall be required for the stockholders to adopt new bylaws or to alter, amend, or repeal bylaws.

Originally Adopted: April 12, 2021

Amendment No. 1: October 5, 2021

Amended and Restated: May 15, 2023

Second Amended and Restated: June 11, 2026