

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
KEYBRIDGE COMMUNICATIONS, LLC**

This Second Amended and Restated Operating Agreement (as amended, modified or supplemented from time to time, this “*Agreement*”) of Keybridge Communications, LLC, a Washington D.C. limited liability company (the “*Company*”), is entered into effective as of December 12, 2025, by Penn Quarter Partners, LLC as the sole member of the Company (the “*Member*”).

WHEREAS, the Company was formed on August 14, 2003 in Delaware;

WHEREAS, this Agreement amends and restates in its entirety any all prior operating agreements of the Company, including that Operating Agreement of the Company, dated as of January 1, 2010 and that Amended and Restated Operating Agreement of the Company, dated as of January 8, 2025.

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated December 12, 2025, by and among the Company, the Member and other parties thereto, the Member desires to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

1. **Formation.** The Certificate of Formation of the Company was filed with the Secretary of State of Delaware on August 14, 2003, solely for the purpose of forming a limited liability company pursuant to and in accordance with the provisions of the act governing limited liability companies in Washington D.C. (as amended from time to time, the “*Act*”).
2. **Name.** The name of the Company is Keybridge Communications, LLC, or such other name as the Member may from time to time hereafter designate.
3. **Term.** The Company shall continue to exist in perpetuity until the first of the following to occur: (i) the dissolution and termination of the Company upon the determination of the Member, or (ii) the dissolution and termination of the Company in accordance with the Act.
4. **Purpose.** The Company is formed to engage in any lawful act or activity for which limited liability companies may be formed under the Act.
5. **No Separate Entity for Tax Purposes.** The Company shall not be treated as a separate entity for federal income tax purposes and, to the extent permitted by law, for state and local tax purposes and shall prepare and file all tax returns and other tax statements in a manner consistent therewith. The Company shall make, or shall refrain from making, any election or other filing in order to disregard the Company as a separate entity for tax purposes.

6. **Offices.**

- (a) The principal business office of the Company, and such additional offices as the Member may determine to establish, shall be located at such place or places inside or outside Washington D.C. as the Member may designate from time to time.
- (b) The principal office of the Member is located at 950 Winter Street, Waltham, MA 02451.

7. **Capital; Percentage Interest.** The Member owns one hundred percent (100%) of the interest in the Company and may contribute capital to the Company in such amounts and at such times as the Member may deem appropriate. The initial capital contribution and any additional capital contribution of the Member shall be set forth in the Company's books and records.

8. **Management by Member; Officers.**

- (a) Subject to the delegation of rights and powers provided for herein, the Member shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, desirable, appropriate or advisable to effectuate and carry out the purposes and business of the Company, and is hereby granted the sole and complete discretion and authority to exercise the rights of the Company, and to take all actions related thereto, including without limitation, the Member is expressly authorized to execute any document on behalf of the Company in all cases consistent with this Agreement as in effect from time to time, amend or waive rights of the Company under any agreements, documents or otherwise, and cause the Company to perform its obligations under any agreement, document or otherwise. The Member may from time to time appoint such officers of the Company, to hold such positions and with such powers, as the Member from time to time shall deem necessary or desirable. Each officer shall serve until such time as he or she is removed by the Member. The same individual may hold any two or more offices.
- (b) The Member hereby designates Sam Ryan as President, Wes Metheny as CEO and Sean Donahue as Treasurer and Secretary.

9. **Limitation on Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

10. **Pledge.** Notwithstanding anything contained herein to the contrary, the Member shall be permitted to pledge or hypothecate any or all of its interests, including all economic rights, control rights and status rights as a Member, to any lender to the Company or any agent acting on such lender's behalf, and any transfer of such interest pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of interests, the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation

agreement, and without further approval of the Member and without becoming a Member, to exercise the membership voting rights of the Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a Member under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a Member and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a Member shall constitute any necessary approval of such Member under the Act to the foregoing provisions of this Section 10. This Section 10 may not be amended or modified so long as any of the interests are subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the interests shall be a third party beneficiary of the provisions of this Section 10.

11. **Article 8 of the Uniform Commercial Code.** Each Member hereby agrees that the interests shall not be securities governed by Article 8 of the Uniform Commercial Code of the State of Delaware (and the Uniform Commercial Code of any other applicable jurisdiction).
12. **Exculpation and Indemnification of the Member and/or Authorized Persons.** The Company shall indemnify and hold harmless the Member and any other authorized persons acting on behalf of the Member against any and all claims and demands whatsoever, to the fullest extent permitted by the Act.
13. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of Washington D.C. (without regard to conflict of laws principles).
14. **Consent to Amendment and Restatement.** By signing below, the Member hereby consents to the amendment and restatement of any prior operating agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first set forth above.

MEMBER:


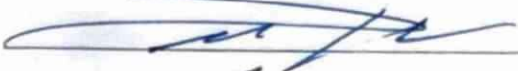

PENN QUARTER PARTNERS, LLC

By: 
8866E2FBA090411...
Name: Wes Metheny
Title: CEO

(Signature page to Keybridge Communications, LLC Second A&R Operating Agreement)

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/11/2026	Robert Schrum Jr.	
03/11/2026	Samuel Ryan	
3/11/2026	DAVID WHITE	
_____	_____	_____