



DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
District of Columbia Government
 Corporations Division

Articles of Organization for Domestic Limited Liability Company

One or more persons acting as the organizers under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Organization:

First: Company name:

AQUILA STRATEGIES, LLC

Second: The street address of the initial principal office:

[REDACTED]

Third: Registered agent's name and address in the District of Columbia:

INCORPORATING SERVICES LTD.
 1100 H STREET, N.W., SUITE 840
 Washington, District of Columbia 20005

Fourth: The company will have one or more series that is treated as a separate entity which limits the debts, obligations, and other liabilities to the assets of a particular series as provided in the operating agreement as authorized by § 29-802.06: No

Answer 4A & 4B if answered "Yes"

Fourth A: The limited liability company has at least one member: YES

Fourth B: The date on which a person or persons became the company's initial member or members: 1/8/2024

Fifth: Effective Date: 1/8/2024

Sixth: Miscellaneous Provisions:

CEM GURSOY, MEMBER

[REDACTED]

Seventh: Organizers Name & Address:

Name	Address
LAWRENCE KIRSCH	41 STATE STREET, SUITE 700, ALBANY, New York 12207

Eighth: Organizers executing this form:

No information provided.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

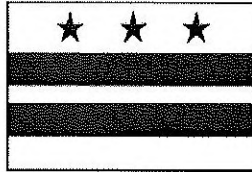
Amount Paid: \$199.00

Date: 1/8/2024 2:22 PM

E-Signed

Initial File #: L00007874009

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

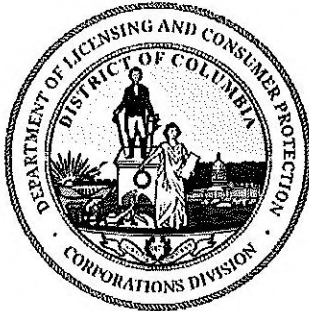
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF AMENDMENT** is hereby issued to:

AQUILA STRATEGIES, LLC

Effective Date: 3/5/2024

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 3/7/2024 8:56 AM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: AyESIG6B



**DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
District of Columbia Government
Corporations Division**

**Articles of Amendment of Domestic Limited Liability Company
Form DLC-2, Version 7, September 2023**

Under the provisions of the Title 29, Chapter 10 of the Code of Laws of the District of Columbia, which governs the formation of limited liability companies, the undersigned limited liability company adopts the following Articles of Amendment:

1. Name of the Limited Liability Company.
AQUILA STRATEGIES, LLC

2. The following amendment to the Articles of Organization was duly adopted on behalf of the company on the following date in accordance with the Operating Agreement and all applicable laws of the District of Columbia.

The business address of the limited liability company is amended to:
300 New Jersey Avenue NW
Suite 900
Washington, DC 20001

3. Effective Date.
3/5/2024 12:00:00 AM

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

Managing Member or Authorized Person	Date	Signature
No information provided.	No information provided.	ESIGNED

Mall all forms and required payment to:
Department of Licensing and Consumer Protection
Corporations Division
PO Box 712300
Philadelphia, PA 19171-2300

Corporate Online Services Information:
Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dlcp.dc.gov>, create a profile, access the online services main page and proceed. Online filers must pay by using a credit card.

Limited Liability Company Agreement of Aquila Strategies, LLC.

This Limited Liability Company Agreement (the "**Agreement**") of Aquila Strategies, LLC. (the "**Company**"), effective as of January 8, 2024 (the "**Effective Date**"), is entered into by and between the Company and Cem Gursoy, as the sole member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on January 8, 2024 by the filing of an Articles of Organization with the Washington D.C. Department of Licensing and Consumer Protection, Corporations Division pursuant to and in accordance with the laws of the District of Columbia including D.C. Code (Business Organizations Code) and Uniform Limited Liability Company Act of 2010 (the "**Act**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is Aquila Strategies, LLC.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be [REDACTED] or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the District of Columbia and the registered office of the Company in the District of Columbia shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Initial Member. The Member owns 100% of the membership interests in the Company. The name and the business, residence, or mailing address of the Member are as follows:

Name

Address

Cem Gursoy

[REDACTED]

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional

members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

6. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in 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 the Member or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided

out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under § 29-807.01. of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

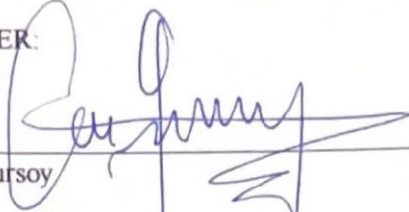
(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

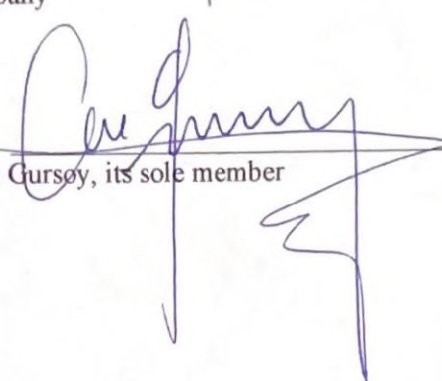
MEMBER:



Cem Gursoy

COMPANY:

Aquila Strategies, LLC, a District of Columbia limited liability company

By: 

Cem Gursoy, its sole member

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

5/14/2024

CEM GURSOY

A handwritten signature in black ink, appearing to read 'CEM GURSOY', written over a horizontal line. The signature is stylized and extends downwards across several other horizontal lines.