

Amended and Restated Limited Liability Company Agreement of Aquila Strategies, LLC.

This Amended and Restated Limited Liability Company Agreement (the "**Agreement**") of Aquila Strategies, LLC (the "**Company**"), effective as of October 25, 2024 (the "**Effective Date**"), is entered into by and between the Company and Cem Gursoy, as the sole member of the Company (the "**Managing 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**");

WHEREAS, the Managing Member entered into a Limited Liability Company Agreement dated January 8, 2024 ("**Original Agreement**") relating to the operation and the governance of the Company;

WHEREAS, the Managing Member wishes to amend and restate the Original Agreement in its entirety on the terms set forth herein.

NOW, THEREFORE, the Managing 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 300 NEW JERSEY AVENUE NW, SUITE 300, WASHINGTON, District of Columbia 20001, or such other location as the Managing 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 Managing 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.

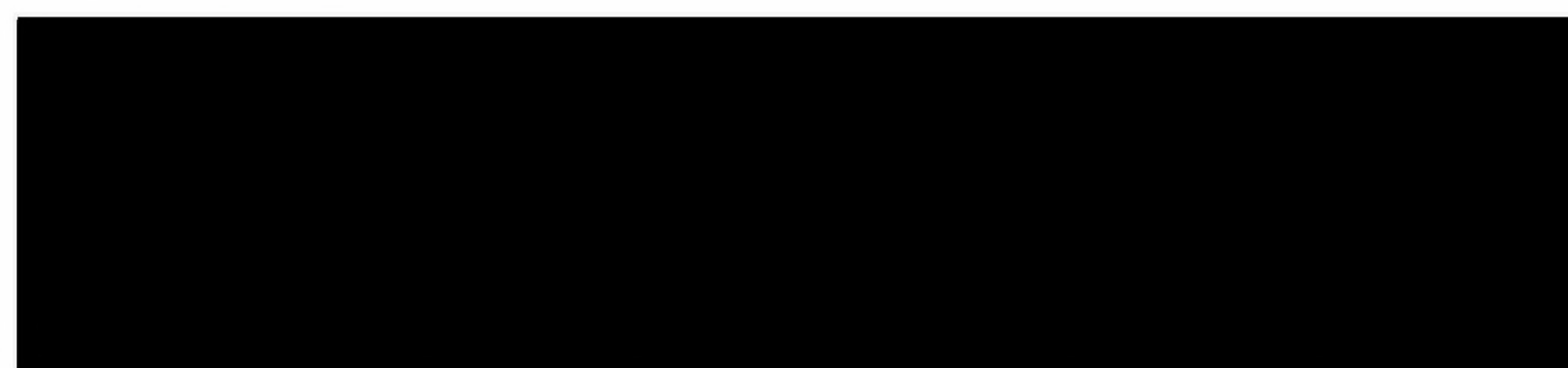
4. Members.

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

Name

Address

Cem Gursoy



(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Managing Member. Prior to the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing 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 Managing Member. The Managing 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 Managing 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 Managing Member as set forth in this Agreement. The Managing 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 Managing Member may, from time to time, designate one or more officers with such titles as may be designated by the Managing Member to act in the name of the Company with such authority as may be delegated to such officers by the Managing Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Managing Member. Any action taken by an Officer designated by the Managing 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 Managing Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being the Managing Member or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Managing 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 Managing 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 Managing 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 Managing 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 Managing Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Managing 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 Managing Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Managing 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 Managing Member.

10. Distributions. Distributions shall be made to the Managing Member at the times and in the amounts determined by the Managing 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 Managing 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 Managing 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 Managing 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 Managing Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

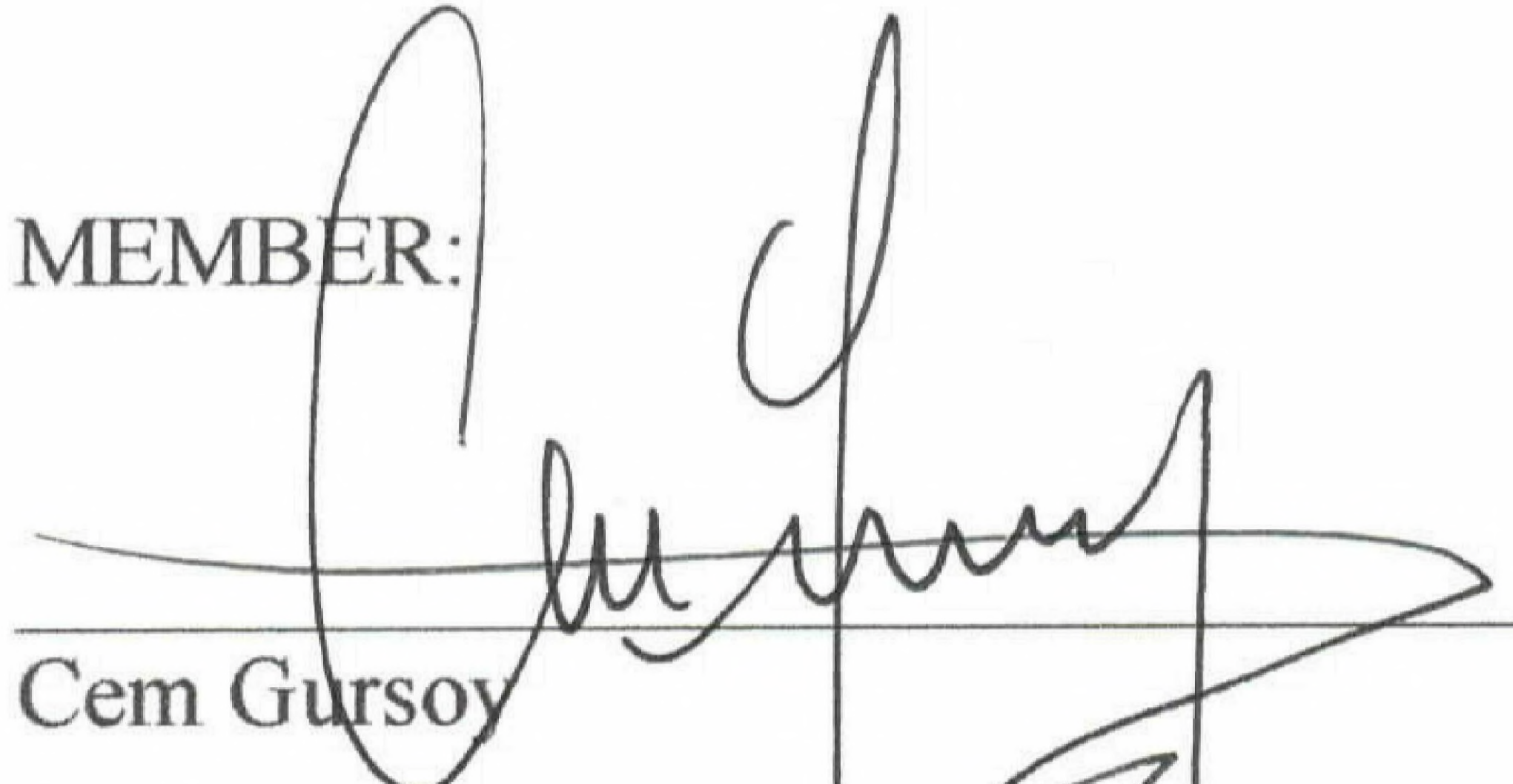
(a) Amendments. Amendments to this Agreement may be made only with the consent of the Managing Member.

(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.

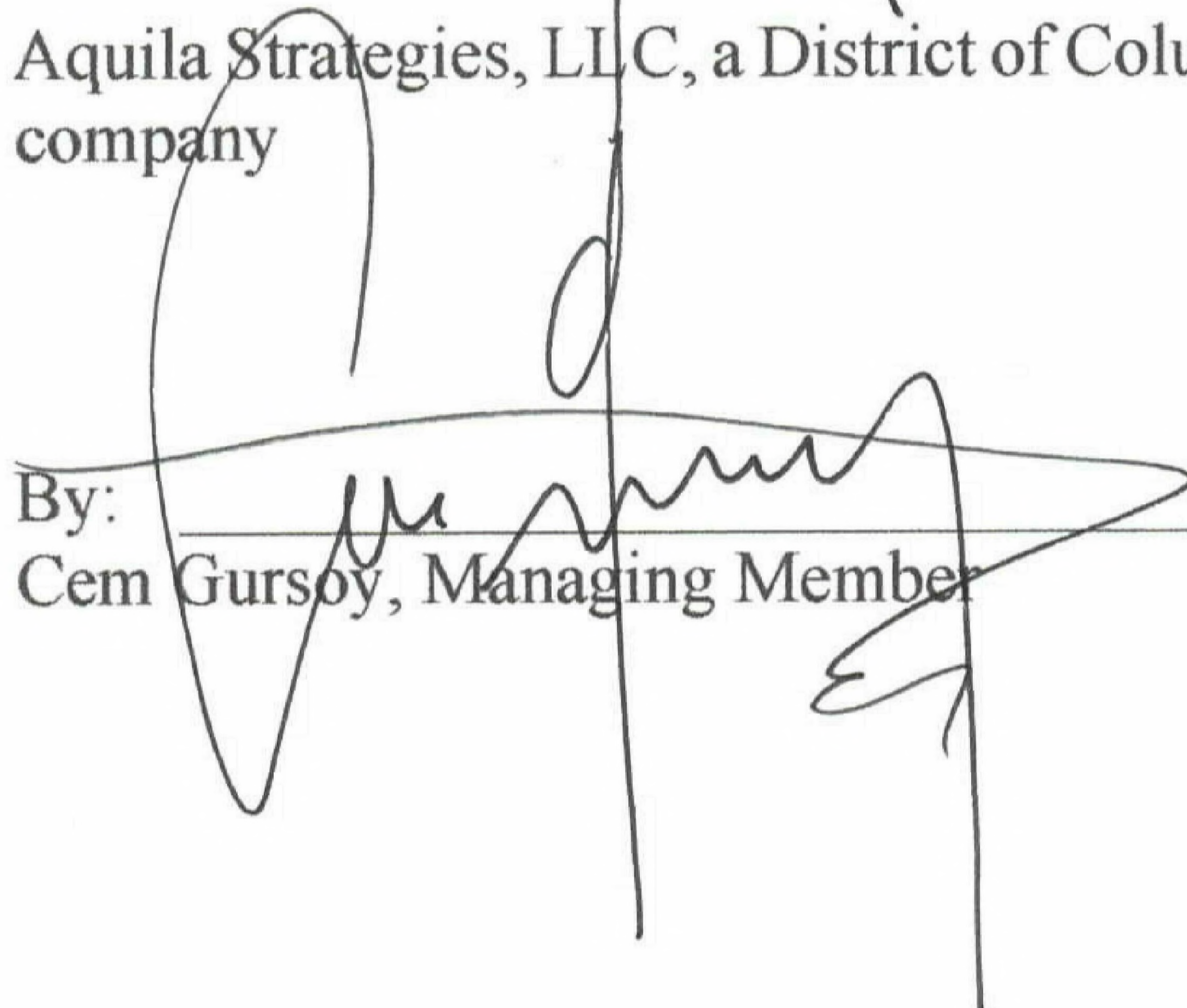
[SIGNATURE PAGE FOLLOWS]

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, Managing Member