

AutonOps LLP Operating Agreement (Draft v1)

This Operating Agreement (the “Agreement”) is made and entered into by the undersigned Members for the purpose of governing the operations and affairs of AutonOps LLP, an Ohio limited liability company (the “Company”).

1. Formation and Purpose

- 1.1 **Formation.** AutonOps LLP (“AutonOps” or “Company”) was formed under the laws of the State of Ohio.
- 1.2 **Purpose.** The purpose of the Company is to provide flight operations, aircraft, pilot, mission-control, and logistics services for Aeryl AI LLP (formerly Autonmity) and related partners, and to engage in any lawful business related to aerial operations, rapid response services, and related technologies.
- 1.3 **Principal Office.** The Company’s principal place of business shall be determined by the Members.
- 1.4 **Duration.** The Company shall continue until dissolved in accordance with this Agreement.
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2. Members and Ownership

Member	Title	Ownership	Notes
Robert A. Lee	Chief Executive Officer (CEO)	25% (+10 non-monetary tie-break shares)	Voting chair & tie-break authority
Joshua Kibe	Chief Financial Officer (CFO)	25%	Oversees financial operations & tax coordination
Jaderic Dawson	Chief Technology Officer (CTO)	25%	Manages technology & AI integration
Matt Sunday	Chief Operating Officer (COO)	25%	Oversees operational logistics & mission support

- 2.1 **Equal Revenue Share.** Each Member is entitled to 25% of Company distributions and profits.
- 2.2 **Bob Lee Tie-Break Shares.** The additional 10 administrative shares held by Bob Lee serve solely for tie-breaking purposes and do not alter the 25% distribution structure.
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3. Management and Voting

3.1 Manager-Managed. The Company shall be manager-managed. Bob Lee shall serve as the initial Manager.

3.2 Board of Managers. Each Member shall serve on the Board.

3.3 Voting. Unanimous vote preferred; decisions may pass by 3-of-4 majority. In a 2-2 tie, Bob Lee's administrative shares provide the deciding vote.

3.4 Matters Requiring Vote: Contracts over \$5,000, hiring decisions, loans, amendments, or dissolution.

4. Finance and Banking

4.1 Fiscal Year. The fiscal year shall follow the calendar year.

4.2 Banking. The Company shall maintain accounts at Wright-Patt Credit Union. Two authorized signatures required for any withdrawal. Authorized signatures can be from any of the initial 4 Board Members.

4.3 CFO Oversight. Joshua Kibe shall oversee accounting, financial reports, and ensure compliance with applicable tax requirements.

4.4 Tax Treatment. The Company shall be taxed as a partnership unless otherwise elected.

4.5 Accounting Support. A CPA firm may be contracted with approval of all Members.

5. Profit Distribution

5.1 Mission Revenue. Standard mission value direct from Aeryl AI LLP: \$1,000 baseline per flight hour of operation.

- 50% to pilot/mission director (direct compensation) if one of principal owners otherwise pilot compensation will be determined by the board.

- 50% retained by the Company for operations, equity, and growth.

5.2 Quarterly Distributions. Net profits distributed quarterly based on ownership share requires board approval for all share distributions.

5.3 Reimbursements. Members may be reimbursed for pre-approved expenses incurred on behalf of the Company.

6. Withdrawal, Buyout, and Termination

6.1 Withdrawal. Any Member may withdraw upon 30 days' written notice.

6.2 First Right of Refusal. Remaining Members may purchase the withdrawing Member's shares.

6.3 Valuation Formula. Buyout value equals: - (a) Member's share of current Company equity, **plus**

- (b) Up to 3 years of projected commissions from that Member's existing sales or missions.

6.4 **Termination for Cause.** Theft, fraud, or gross misconduct constitutes cause for termination.
6.5 **Hardship Option.** The Board may approve a temporary loan to a Member facing verified financial hardship.

7. Liability and Insurance

7.1 **Limited Liability.** No Member shall be personally liable for Company debts.
7.2 **Flight Liability.** All operational liability is covered under Aeryl AI LLP and VSA Aircraft Systems per master service agreement with Aeryl AI LLP or by Autonops as needed.
7.3 **Insurance.** The Company shall maintain general business and errors & omissions insurance.

8. Intellectual Property and Confidentiality

8.1 **Ownership.** Pre-existing IP remains property of the originating Member.
8.2 **Work Product.** All mission data and operational outputs are property of AutonOps LLP or Aeryl AI LLC as defined in their respective agreements.
8.3 **Non-Compete.** Members shall not individually provide UAV or related services outside of AutonOps without unanimous written consent.
8.4 **Confidentiality.** All proprietary information and partner data shall remain confidential indefinitely.

9. Compensation and Employment

9.1 **Members.** Members act as independent contractors unless otherwise converted to employees.
9.2 **Future Hires.** When operational scale is reached, AutonOps may hire pilots and controllers with compensation (set by board approval)/mission plus base pay when not deployed.

10. Amendments and Dissolution

10.1 **Amendments.** Any amendment must be in writing and approved by unanimous Member consent.
10.2 **Dissolution.** The Company may be dissolved upon majority vote or completion of its purpose.
10.3 **Asset Distribution.** Upon dissolution, remaining assets are liquidated and distributed according to ownership shares.

11. Signatures and Execution

Executed this 10th day of Dec, 2025.

Members:

Robert A. Lee

Robert A. Lee, CEO

Joshua Kibe

Joshua Kibe, CFO

Jaderic Dawson

Jaderic Dawson, CTO

Matt Sunday

Matt Sunday, COO