

operating_agreement

LuminAI Technologies LLC — Operating Agreement (Draft)

Effective Date: December 11, 2025

This Operating Agreement (“Agreement”) of LuminAI Technologies LLC (the “Company”) is entered into by the sole Member, Angelo Hurley.

1. Formation

- The Company was formed as a New York Limited Liability Company by filing Articles of Organization with the New York Department of State.

2. Principal Office

- The principal office is located at 542 Birchwood Square, Apt. 8, West Seneca, New York 14224.

3. Member

- Angelo Hurley is the sole Member and owns 100% of the membership interests.

4. Management

- The Company is member-managed. Angelo Hurley shall have full authority to manage the business and affairs of the Company, including entering contracts, hiring employees, and executing the IP Licensing Agreement with LuminAI Foundation.

5. Mission Alignment Clause

- The Company acknowledges that its operations depend on IP licensed from LuminAI Foundation and irrevocably commits to comply with the Non-Abandonment Imperative and other mission-preserving obligations described in the License Agreement.

6. Capital Contributions

- The initial capital contribution of the Member is \$100 (or as otherwise documented). Additional contributions may be made as agreed in writing.

7. Allocations and Distributions

- Profits and losses allocated to the Member in accordance with ownership percentage.
- The Company commits to donating 25% of Net Profits annually to Lumi-nAI Foundation as set forth in a separate Licensing Agreement. Quarterly provisional payments will be made with annual reconciliation.

8. Books and Records; Fiscal Year

- The Company shall maintain complete books and records at the principal office. Fiscal year: January 1 – December 31.

9. Banking; Separate Accounts

- The Company shall maintain separate bank accounts and ensure that transactions with the Foundation are at arm's length and documented.

10. Transfer of Interests

- No transfer of membership interests shall be permitted without the prior written consent of the Foundation if such transfer would impair Mission Alignment.

11. Dissolution

- On dissolution, assets shall be distributed to creditors, and remaining assets shall be distributed to the Member after obligations and final donation obligations to the Foundation are satisfied.

12. Governing Law

- This Agreement shall be governed by the laws of the State of New York.

Signature:

Angelo Hurley, Sole Member Date: ***** __ *****