

# 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 LuminAI 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: \*\*\*\*\* \_\_\_\_\_ \*\*\*\*\*