FLORIDA LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is entered into by and among the Members listed herein.

MEMBER INFORMATION

Member Name: ______________________________

Address: ______________________________

Capital Contribution: ______________ USD ______________

COMPANY INFORMATION

Company Name: ______________________________

Principal Office Address: ______________________________

Registered Agent Name: ______________________________

Registered Agent Address: ______________________________

Article I – Formation

The Members hereby form a Limited Liability Company ("Company") pursuant to the Florida Revised Limited Liability Company Act (the "Act"). The rights and obligations of the Members shall be governed by this Agreement and applicable law.

Article II – Name

The name of the Company shall be as set forth in Company Information above, and all business of the Company shall be conducted under that name or such other names as may be elected by the Members in accordance with applicable law.

Article III – Purpose

The purpose of the Company is to engage in any lawful business activity for which limited liability companies may be organized under Florida law.

Article IV – Principal Place of Business

The principal place of business of the Company is as set forth in Company Information above or at such other place as the Members may designate.

Article V – Term

The term of the Company shall be perpetual unless dissolved in accordance with this Agreement or applicable law.

Article VI – Members, Capital Contributions, and Ownership Interests

Each Member's name, capital contribution, and percentage interest in the Company shall be as set forth in Member Information above. No Member shall be required to make additional contributions except as agreed in writing.

Article VII – Allocation of Profits and Losses

Profits and losses of the Company shall be allocated to the Members in proportion to their respective ownership interests, unless otherwise agreed in writing.

Article VIII – Distributions

Distributions of cash or other assets shall be made to Members in proportion to their ownership interests at such times and in such amounts as determined by the Members.

Article IX – Management

The Company shall be managed by its Members collectively. Each Member shall have the authority to act on behalf of the Company, subject to any limitations set forth herein.

Article X – Voting Rights

Each Member shall have voting rights proportionate to their ownership interests. Except as otherwise required by this Agreement or law, decisions shall be made by majority vote.

Article XI – Meetings

Meetings of the Members may be called by any Member upon reasonable notice. Minutes of meetings shall be maintained and available to all Members.

Article XII – Books and Records

The Company shall keep complete and accurate books and records of all business and affairs, which shall be available for inspection by any Member at reasonable times.

Article XIII – Fiscal Year

The fiscal year of the Company shall end on December 31 of each year, unless otherwise determined by the Members.

Article XIV – Banking

All funds of the Company shall be deposited in the Company’s name in such bank account or accounts as the Members shall designate.

Article XV – Tax Treatment

The Company shall be treated as a partnership for federal and state income tax purposes unless otherwise elected.

Article XVI – Transfers of Interests

No Member may transfer all or any part of their interest in the Company without the prior written consent of the other Members, except as otherwise provided in this Agreement.

Article XVII – Withdrawal and Dissociation

A Member may withdraw or be dissociated from the Company in accordance with the Act. Withdrawal shall not dissolve the Company unless all Members withdraw.

Article XVIII – Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any event specified in the Act or by unanimous vote of the Members. Upon dissolution, the Company’s affairs shall be wound up, assets liquidated, and proceeds distributed in accordance with the Act.

Article XIX – Indemnification

The Company shall indemnify Members and Managers to the fullest extent permitted by law against any liabilities and expenses incurred in connection with Company activities.

Article XX – Amendments

This Agreement may be amended only with the written consent of Members holding a majority of the ownership interests, unless otherwise required by law.

Article XXI – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Venue for any disputes shall lie exclusively in the appropriate state or federal courts located in Florida.

Article XXII – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Article XXIII – Entire Agreement

This Agreement constitutes the entire agreement among the Members concerning the Company and supersedes all prior agreements and understandings.

Article XXIV – Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

MEMBER SIGNATURE	**MEMBER SIGNATURE**
Signature: __________________________	Signature: __________________________