

OPERATING AGREEMENT

OF

FINDING FLORIDIANS, LLC

THIS OPERATING AGREEMENT (the “**Operating Agreement**”) OF **FINDING FLORIDIANS, LLC**, a Florida limited liability company (the “**Company**”), dated as of March 1, 2024, is made by and between **CARTER LONG**, as the manager of the Company (the “**Manager**”) and the Persons listed as members on **Exhibit A** hereto, as amended from time to time (individually, a “**Member**” and, collectively, together with any additional Members hereafter admitted to the Company in accordance with this Operating Agreement, the “**Members**”).

RECITALS

WHEREAS, the parties hereto desire to enter into this Operating Agreement to define and express all of their respective rights and obligations with respect to the formation and operation of the Company as a limited liability company;

WHEREAS, the parties hereto desire to be bound by the terms of this Operating Agreement; and

WHEREAS, this Operating Agreement shall constitute a limited liability company agreement within the meaning of the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

SECTION 1. Definitions. As used in this Operating Agreement, the following terms shall have the following meanings:

“Act” means the Florida Limited Liability Company Act, as amended from time to time.

“Adjusted Capital Account” means, with respect to any Member, such Member’s Capital Account, increased for the amount such Member is deemed obligated to restore pursuant to (i) the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5) and (ii) Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), as of the end of the Company’s Fiscal Year or other applicable period, and reduced for the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“Capital Accounts” has the meaning set forth in Section 6.2.

“Capital Contribution” means, with respect to any Member, the money and the initial Gross Asset Value of any other property contributed by or on behalf of the Member to the Company pursuant to Section 6 hereof.

“Certificate” means the Articles of Organization of the Company filed with the Florida Secretary of State, as the same may be amended from time to time in accordance with the Act.

“Code” means the Internal Revenue Code of 1986, as amended.

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowed or allowable for federal income tax purposes with respect to an asset for such Fiscal Year or other period; *provided, however* that, except as otherwise provided in Treasury Regulations Section 1.704-2, if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; *provided, further*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager; and *provided, further*, that with respect to any asset to which the remedial allocation method is applicable pursuant to Section 8.5, Depreciation with respect to such asset shall be calculated in accordance with Treasury Regulations Section 1.704-3(d)(2).

“Fiscal Year” means the taxable year of the Company for federal income tax purposes.

“Gross Asset Value” means, with respect to any asset of the Company, such asset’s adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset (computed without taking Section 7701(g) of the Code into account) without reduction for liabilities, as determined by the contributing Member and the Company;

(ii) if the Manager reasonably determines that an adjustment is necessary or appropriate to reflect the relative economic interests of the Members, the Gross Asset Values of all Company assets shall be adjusted in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(f) and (g) to equal their respective gross fair market values, without reduction for liabilities, as reasonably determined by the Manager, as of the following times:

(A) a Capital Contribution (other than a *de minimis* Capital Contribution) to the Company by a new or existing Member as consideration for an interest in the Company; or

(B) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for the redemption of an interest in the Company; or

(C) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) the Gross Asset Value of any asset distributed to any Member shall be the gross fair market value of such asset (computed without taking Section 7701(g) of the Code into account) without reduction for liabilities, as reasonably determined by the Manager as of the date of distribution; and

(iv) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided, however*, that Gross Asset Values shall not be adjusted pursuant to this paragraph (iv) to the extent that the Manager reasonably determines that an adjustment pursuant to paragraph (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (iv).

At all times, Gross Asset Values shall be adjusted by any Depreciation taken into account with respect to the Company's assets for purposes of computing Net Profits and Net Losses.

"Interest" means the interest in the Company as a Member in exchange for a Capital Contribution. A Member may acquire fractional Interests at the discretion of the Manager.

"Manager" means Carter Long.

"Member" means, as of any time, each of the persons who execute the Subscription Agreement for an investment in the Company pursuant to the Company's Summary Offering Private Placement Memorandum dated May 1, 2024 (the "PPM").

"Membership Interest" means the ownership interest of a Member in the Company, including his or her interest in capital, profits, losses, allocations and distributions, and its other rights and privileges hereunder or under the Act.

"Minimum Gain" has the meaning set forth in Section 8.3(c)(i).

"Net Profits" and "Net Losses", respectively, shall mean, for each Fiscal Year or other applicable period, the net taxable income or loss (*i.e.*, the aggregate amount of all income and gain reduced by the aggregate amount of all loss and deduction) of the Company determined in accordance with the method of accounting followed by the Company for federal income tax purposes and determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss and deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss); *provided, however*, (i) any receipts of the Company that are exempt from federal income tax shall be added to such income or loss, (ii) any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), shall be subtracted from such income or loss, (iii) in lieu of depreciation, amortization and other cost recovery deductions, there shall be taken in account Depreciation in computing such taxable income or loss and (iv) gain or loss resulting from the disposition of any of the Property shall be computed by reference to the Gross Asset Value of such Property, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value.

"Person" means any natural person, partnership, corporation, limited liability company, trust, estate, association, unincorporated organization or other entity or association.

"Preferred Return" means a preferred monthly non-compounded annual return of ten percent (10%) of each Member's unpaid original capital contribution, commencing on the date the escrow is broken and ending on the date the Certificate of Occupancy is issued for the Project.

SECTION 2. Formation, Purposes, Etc. The Company was formed under the laws of the State of Florida on the date of the filing of the Certificate with the Florida Secretary of State. The

Members shall execute, file, and publish such documents and instruments with such appropriate authorities and/or in such publications as may be necessary or appropriate from time to time to comply with all requirements for the formation and operation of a limited liability company in Florida.

2.1 Name. The business of the Company shall be conducted under the name “Finding Floridians, LLC.”

2.2 [RESERVED]

2.3 Powers. The Company shall possess and may exercise all powers necessary, convenient or incidental to the conduct, promotion or attainment of its business, purposes or activities to the fullest extent provided in the Act.

2.4 Principal Place of Business; Registered Office and Agent.

(a) The principal office of the Company shall be located at 4604 49th Street N., #5901, St. Petersburg, Florida 33704, or such other place as shall be determined by the Manager.

(b) The Company’s registered office shall be at 4604 49th Street N., #5901, St. Petersburg, Florida 33704 and the registered agent at such address shall be Carter Long. Such office and agent may be changed from time to time by the Manager in accordance with the provisions of this Operating Agreement and the Act.

2.5 Term. The term of the Company shall commence upon the filing of the Certificate with the Florida Secretary of State, and shall terminate on December 31, 2040, unless sooner terminated as herein provided. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate in the manner required by the Act.

2.6 Organization Expenses. The Company shall pay all expenses incurred in connection with the formation and organization of the Company. Such expenses shall include filing and publication costs, fees of counsel with respect to such formation, and other like expenses.

SECTION 3. Members And Members’ Interests.

3.1 Names and Interests of Members. The names of the Members, their respective Capital Contributions, and the number of Interests owned by each of them are set forth on **Exhibit A** hereto.

3.2 Limitation on Liability. No Member shall be liable for any debt, obligation or liability of the Company, except as provided by law or as specifically provided otherwise herein. No Member shall be required to make any contribution to the Company by reason of any negative balance in the Member’s Capital Account nor shall any negative balance in a Member’s Capital Account create any liability on the part of the Member to any third party.

3.3 Other Business Ventures. Any Member, any affiliate of a Member, and any officer, director, employee, shareholder or other person holding a legal or beneficial interest in any entity which is a Member or affiliate of a Member, may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, whether or not such other enterprises shall be in competition with or operating the same or similar businesses as the Company.

3.4 Business Transactions Involving a Member or Affiliate of a Member. A Member or his or her affiliate may lend money to, provide services to, lease property to or from, and transact other

business with the Company and shall have the same rights and obligations with respect to such matters as a Person who is not a Member or an affiliate of a Member.

SECTION 4. Management of the Company.

4.1 Manager.

(a) The business and affairs of the Company shall be conducted and managed solely by the Manager. The Manager shall direct, manage and control the business of the Company. The Manager shall have full authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of Company business, unless otherwise provided in the Act, the Certificate or this Operating Agreement. The Manager may cause the Company to enter into a management agreement with any third-party for management of the operations of the Project.

(b) The Manager shall hold office until its resignation. Upon resignation of the Manager the Members shall elect a replacement.

(c) The Members shall not have any power or authority to execute and deliver, on behalf of the Company, any document or instrument that creates an obligation or liability of the Company, or imposes any restriction or condition on the Company, or transfers or encumbers any asset of the Company, or effects an acquisition of any asset by the Company.

4.2 Compensation of Manager; Reimbursements. The Manager will receive compensation as described in the PPM.

The Manager will also be entitled to be reimbursed by the Company for all costs incurred by it in connection with the formation of the Company, the offering of Interests, and other costs related to the formation or operation of the Company.

4.3 Meetings of and Voting by Members.

(a) A meeting of the Members may be called at any time by the Manager. Meetings of Members shall be held at the Company's principal place of business. Not less than 10 nor more than 60 days before each meeting, the Manager shall deliver or mail written notice of the meeting to the other Members, stating the time, place and purpose of the meeting. A Member may waive notice of any meeting, before or after the date of such meeting, by delivering a signed waiver to the Company for inclusion in the minutes of the Company or by its presence at the meeting in person or by proxy. Members may participate in any meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting. At any meeting of Members, the presence in person or by proxy of all Members shall constitute a quorum.

(b) Notwithstanding the foregoing provisions of this Section 4.3, no vote or approval of any Member other than the Manager shall be required for any Company action or decision, except to the extent required by law or by the express terms of this Operating Agreement.

SECTION 5. Accounting And Records.

5.1 Accounting and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting

methods elected by the Manager to be followed by the Company for federal income tax purposes. The Fiscal Year of the Company shall be the calendar year. The Members intend that the Company be treated as a partnership for income tax purposes.

5.2 Access to Accounting Records. All books and records of the Company shall be maintained at the Company's principal place of business, and each Member, and his or her authorized representatives, shall have access to them at such office of the Company and the right to inspect and copy them at reasonable times for any purpose reasonably related to such Member's interest in the Company.

5.3 Financial and Tax Information. The Manager shall furnish or cause the Company to deliver to each Member, within 90 days after the end of each Fiscal Year of the Company, all information necessary for the preparation of such Member's federal, state and other income tax returns.

5.4 Accounting Decisions. The Manager shall make all decisions as to accounting matters.

5.5 Partnership Representative; Federal Income Tax Elections. The Manager shall be the "Partnership Representative" for purposes of the Code and shall notify the Members of any audit or other matters of which it is notified or becomes aware. The Manager shall cause all income tax and information returns for the Company to be prepared by the Company's accountants and shall cause such tax returns to be timely filed with the appropriate authorities. The Company may make all elections for federal income tax purposes; *provided*, that the Company shall make no elections inconsistent with its being treated as a partnership for income tax purposes. The Manager shall make all decisions as to tax elections.

5.6 Other Records. The Company shall maintain records at the principal place of business of the Company or such other place as the Manager may determine, which shall include the following: (a) financial reports of the Company, if any, for the most recent fiscal year; (b) a current list of the name and last known business, residence or mailing address of each Member; (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the seven most recent years; (d) a copy of the Certificate and all amendments thereto; (e) a copy of this Operating Agreement and all amendments thereto; and (f) minutes (if any) of every meeting.

SECTION 6. Capital Contributions.

6.1 Capital Contributions of the Members. The Members shall make Capital Contributions to the Company in immediately available funds in the amounts set forth on **Exhibit A** hereto.

6.2 Capital Account.

(a) A capital account (a "**Capital Account**") shall be established for each Member. The Capital Account shall be credited with (i) the Capital Contributions of such Member (net of liabilities relating to any contributed property that the Company is considered to assume or take subject to under Code Section 752), (ii) such Member's distributive share of Net Profits, (iii) any items of income or gain that are taken into account in determining capital accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m) on account of any adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) and (iv) the amount of any liabilities of the Company that are assumed by such Member, other than liabilities described in Section 6.3(b)(i).

(b) The Capital Account shall be debited by (i) the amount of cash and the Gross Asset Value of other property distributed to such Member (net of any liabilities relating to such distributed property that the Member is considered to assume or take subject to under Code Section 752),

(ii) such Member's distributive share of Net Losses, (iii) any items of loss that are taken into account in determining capital accounts under Treasury Regulation Section 1.704-1(b)(2)(iv)(m) on account of any Code Section 734(b) or Section 743(b) adjustments to the tax basis of Company assets and (iv) the amount of any liabilities of such Member that are assumed by the Company, other than liabilities described in Section 6.3(a)(i). In the event the Gross Asset Value of Company assets is adjusted under the provisions of the definition thereof in Section 1, the Capital Accounts of the Members shall be adjusted to reflect the aggregate net adjustment as if the Company recognized Net Profits or Net Losses equal to the amount of such aggregate net adjustment and such Net Profits or Net Losses were allocated to the Members pursuant to Sections 8.1 and 8.2 of this Operating Agreement. The provisions of Sections 6.2(a) and 6.2(b) relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be applied in a manner consistent with such Regulations.

(c) Upon the transfer of a Membership Interest, (i) if such transfer does not cause a termination of the Company within the meaning of Code Section 708(b)(1)(B), the Capital Account of the transferor Member that is attributable to the transferred interest will be carried over to the transferee Member and, if the Company has a Section 754 election in effect, the Capital Account will not be adjusted to reflect any adjustment under Code Section 743, or (ii) if such transfer causes a termination of the Company within the meaning of Code Section 708(b)(1)(B), the income tax consequences of such termination shall be governed by the relevant provisions of Subchapter K of Chapter 1 of the Code and the Regulations promulgated thereunder, and the initial Capital Accounts of the Members in the new limited liability company resulting from such termination (which for all other purposes continues to be the Company) shall be determined in accordance with the Treasury Regulations Sections 1.704-1(b)(2)(iv)(d), (e), (f), (g) and (l) under Code Section 704(b) and thereafter in accordance with this Section 6.2.

6.3 Return of Contributions; No Other Contributions. Except as otherwise expressly provided herein, no Member shall be entitled to withdraw or demand a refund or return of any Capital Contributions or any interest thereon. No Member shall be required to make any other Capital Contributions (or otherwise provide or advance money) to the Company without the unanimous consent of the Members.

SECTION 7. Distributions. Distributions by the Company to the Members shall be made at the times and in the aggregate amounts determined by the Manager. As used in this Section 7, the term "available cash" shall mean the cash of the Company available for distribution from any source, to the extent not reasonably required for current or anticipated future expenses, obligations or reserves, including obligations due to affiliates. Distributions shall be made as follows and in the following order of priority:

(a) First, a return of each Member's original Capital Contribution, including the affiliates;

(b) Second, to the Members, pro rata in accordance with such Members' cumulative, but unpaid, Preferred Return, until each Member receives distributions pursuant to this Section 7(b), in the aggregate, in an amount equal to each said Member's cumulative Preferred Return, commencing on the date a Member's Subscription Agreement is accepted by the Company and ending on the date a Member's original Capital Contribution is paid in full, and in no event shall any Member receive cumulative distributions pursuant to this Section 7(b) in excess of such Member's cumulative Preferred Return;

(c) Thereafter one percent (1.0%) to each Member who invested \$25,000 via the PPM (i.e. each \$25,000 investment equates to a non-dilutable one percent (1.0%) ownership interest in the Company). Any future issuances of additional equity interests will come from the Manager's ownership interest in the Company and not Members who invested via the PPM in this Offering.

The Company will endeavor to make minimum annual cash distributions to cover federal income taxes associated with taxable income allocated to its members at an assumed tax rate of thirty percent (30%).

SECTION 8. Allocations.

8.1 Allocation of Net Profits. Net Profits shall be allocated in same manner as available cash is distributed pursuant to Section 7. The Company expressly acknowledges that the allocations are intending to comply with the targeted allocation method.

8.2 Allocation of Net Losses. Net Losses shall be allocated in the same manner as available cash is distributed pursuant to Sections 7 until each Member and the Manager has received allocation of Net Loss equal to the positive balance in their Capital Account. Thereafter, Net Losses, to the extent allowable by the Code, shall be allocated to the Manager.

8.3 Special Allocations. Notwithstanding anything in this Agreement to the contrary:

(a) All nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) shall be charged to the Capital Accounts of the Members in proportion to their respective interests in the Company.

(b) No Member shall be allocated any item of loss or deduction to the extent said allocation will cause or increase any deficit in said Member's Adjusted Capital Account. If any Member with a deficit in its Adjusted Capital Account unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then Company items of income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate the deficit in said Member's Adjusted Capital Account created by such adjustment, allocation or distribution as quickly as possible. The Members intend that the provisions set forth in this clause will constitute a "Qualified Income Offset" as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(c) The following provisions shall be applicable beginning in the first taxable year in which the Company has "nonrecourse deductions" as defined in Treasury Regulations Section 1.704-2(b)(1):

(i) For purposes of this Section 8, "Minimum Gain" means the total gain that the Company would realize if it sold, in a taxable disposition, each of its assets that were subject to nonrecourse liabilities in full satisfaction of the liabilities. In computing such gain, only the portion of the assets' tax bases allocated to nonrecourse liabilities of the Company shall be taken into account.

(ii) If in any Fiscal Year of the Company there is a net decrease in Minimum Gain, then each Member with a share of Minimum Gain (as determined in accordance with Treasury Regulations Section 1.704-2(g)(1)) as of the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, for succeeding years), equal to that Member's share of the net decrease in Minimum Gain (determined in accordance with Treasury Regulations Section 1.704-2(g)(2)). In allocating the income and gain pursuant to the previous sentence, gains recognized from the disposition of Company assets subject to nonrecourse liabilities of the Company shall be allocated first to the extent of the decrease in Minimum Gain attributable to the disposition of such assets. Thereafter, any income and gain to be allocated shall consist of a pro rata amount of other Company income and gain for that year. The Members intend that this clause (ii) will constitute a "Minimum Gain Chargeback" as set forth in Treasury Regulations Section 1.704-2(f).

(iii) If any Member bears the “economic risk of loss” (within the meaning of Treasury Regulations Section 1.752-2) with respect to any nonrecourse loan of the Company, then (A) the losses, deductions or Section 705(a)(2)(B) expenditures that are attributable to such nonrecourse loan for any fiscal year or other period shall be allocated to the Members who bear the burden of such economic risk of loss in accordance with Treasury Regulations Section 1.704-2(i), and (B) if in any taxable year there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as determined in accordance with Treasury Regulations Section 1.704-2(i)(4)) attributable to such nonrecourse loan, each Member with a share of Partner Nonrecourse Debt Minimum Gain (as defined in Treasury Regulations Section 1.704-2(i)(2)) attributable to such nonrecourse loan (as determined in accordance with Treasury Regulations Section 1.704-2(i)(5)) as of the beginning of the year shall be allocated items of income and gain for the year (and, if necessary, for succeeding years), equal to that Member’s share of the net decrease in the Partner Nonrecourse Debt Minimum Gain (as determined in accordance with Treasury Regulations Section 1.704-2(i)(4)).

8.4 Regulatory Provisions. The provisions of Section 8.3 (collectively, the “Regulatory Provisions”) are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all allocations pursuant to the Regulatory Provisions shall be offset either with other allocations pursuant to the Regulatory Provisions or, if necessary, with curative allocations of other items of income, gain, loss or deduction pursuant to this Section 8.4. Therefore, notwithstanding any other provision of this Agreement, other than the Regulatory Provisions, allocations pursuant to the Regulatory Provisions shall be taken into account in allocating other items of income, gain, expense or loss among the Members so that, to the extent possible, the net amount of such allocations of other items and the allocations pursuant to the Regulatory Provisions to each member are equal to the net amount that would have been allocated to such Member if the Regulatory Provisions were not part of this Agreement. In applying this Section 8.4, there shall be taken into account (a) future allocations under Section 8.3(c)(ii) that, although not yet made, are likely to offset other allocations previously made under Section 8.3(a), and (b) future allocations under Section 8.3(c)(iii)(B) that, although not yet made, are likely to offset other allocations previously made under Section 8.3(c)(iii)(A).

8.5 Other Allocation Rules. Except as may otherwise be provided herein, whenever a proportionate part of Net Profits or Net Losses of the Company is credited or charged to a Member’s Capital Account for any Fiscal Year, every item of income gain, loss, or deduction entering into the computation thereof shall be considered either credited or charged, as the case may be, and every item of credit or tax preference related thereto and applicable to such Fiscal Year shall be allocated to, such Capital Account in the same proportion. Upon any change in the relative interests of the Members in the Company, whether by reason of the admission or withdrawal of a Member, the transfer by any Member of all or any part of its interest, or otherwise, the Members’ shares of all Company items shall be determined by reference to any method acceptable under the Regulations under Section 706 of the Code, as determined by the Manager.

SECTION 9. Deposit And Use of Company Funds. The Manager will deposit all cash Capital Contributions in a separate Company account or accounts in such banks or other financial institutions as may be selected by the Manager. Such account or accounts shall be maintained in the name of or for the benefit of the Company. All revenues, loans, proceeds and other receipts shall be deposited and maintained in such account or accounts, which may or may not bear interest, and all expenses, costs and similar items payable by the Company shall be paid from such accounts. The Company’s funds, including, but not limited to, the Members’ cash Capital Contributions, Company revenue and the proceeds of any borrowing by the Company), may be invested on a short-term basis in such liquid investments as deemed appropriate by the Manager, in its sole discretion. Any interest or other income generated by such deposits or investments shall be considered part of the Company’s account. Company funds from any of the various sources mentioned above may be commingled with other Company funds, but not with the

separate funds of any other Person, and may be withdrawn, expended and distributed only as authorized by the terms and provisions of this Operating Agreement.

SECTION 10. Transfer Of Member Interests.

10.1 Transfers. No Member shall sell, assign, convey, give, pledge, hypothecate, encumber or otherwise transfer (collectively, “**Transfer**”) his or her interest in the Company or any part thereof, without the prior written consent of the Manager. Any purported Transfer without such consent shall be null and void and of no effect whatsoever.

10.2 Admission to Membership. From and after the date of the formation of the Company, any Person may become an additional Member with the consent of, and upon such terms (including the Capital Contribution to be made and the percentage interest to be received) as may be determined by the Manager. However, no such transferee, and no additional Member, shall become a Member until it shall have executed and delivered to the Manager an agreement in which such transferee or additional Member assumes and agrees to be bound by all of the terms and conditions of this Operating Agreement.

10.3 Company Right of First Refusal.

(a) In the event that a Member shall attempt to sell or transfer any of the Interests registered in his or her name, s/he shall first deliver to the Company written notice of such intention (“**Notice of Intention**”), stating the price at which he intends to make such offer including the proposed terms thereof and the identity of the proposed transferee. The Company shall have the unfettered and unconditional right to reject the proposed transferee identified in the Notice of Intention even if the Company elects not to exercise its right of first offer. Unless the Company approves the proposed transferee, any such transfer by the Member of the Interests shall be considered null and void on the books and records of the Company. The giving of such Notice of Intention shall be deemed to be a grant of an option by such Member to the Company, or its assigns, to buy all of the Interests proposed to be sold by the Member on terms and conditions as described below.

(b) The Company shall have the first option to purchase all or a portion of the Interests (“**Offered Securities**”) proposed to be sold by the Member at a purchase price equal to the price provided for in the Notice of Intention. This option shall be exercisable only by notice in writing delivered to the Member within thirty (30) days after receipt of the Notice of Intention. If the Company exercises its right of first offer, the parties shall consummate the sale of the Offered Securities on the terms set forth in the Notice of Intention within thirty (30) days after the delivery of the Notice of Intention to the Company. If the Notice of Intention shall be given pursuant hereto and the Offered Securities proposed to be sold by the Member has not been purchased the Company pursuant to the terms provided above, then the Member shall have the right to sell the Offered Securities specified in the Notice of Intention provided that such transaction shall be at the price and upon terms and conditions no more favorable than those specified in the Notice of Intention. Any transferee of the Offered Securities shall take such Offered Securities subject to the terms of this Subscription Agreement. The provisions of this section shall not apply to transfers by Members to their ancestors or descendants or spouse or a trustee for their benefit or by any Member to an affiliated partnership, corporation, trust or other related entity in which the Member has a controlling voting interest.

SECTION 11. Dissolution.

11.1 Dissolution of the Company.

- (a) The Company shall be dissolved, its assets disposed of, and its affairs wound up upon the first to occur of the following:
 - (i) the expiration of the Company's term as stated in Section 2.5 hereof;
 - (ii) a determination by the Manager that the Company should be dissolved;
 - (iii) the sale of all or substantially all of the assets of the Company;
 - (iv) the entry of a decree of judicial dissolution under the Act; and
 - (v) at such earlier time as may be required by applicable law.

11.2 Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Manager shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind), (2) allocate any Net Profits or Net Losses resulting from such sales to the Members' Capital Accounts, (3) discharge all liabilities of the Company, whether by payment or the making of reasonable provision for payment thereof, including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) establish such reserves as may be reasonably necessary to provide for contingent, conditional and unmatured liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (5) discharge any liabilities of the Company to the Members other than on account of their interests in the Company capital or profits, and (6) distribute the remaining assets to the Members in accordance with Section 7, either in cash or in kind, as determined by the Manager. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal and the Capital Accounts of the Members shall be adjusted to reflect gain or loss realized on such deemed sale.

(b) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g), if any Member has a negative Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Members shall comply with any applicable requirements of applicable law pertaining to the winding up of the Company and the final distribution of its assets.

11.3 Filing of Certificate of Cancellation. Upon the dissolution and complete winding up of the Company, the Certificate of Cancellation (or an equivalent instrument) shall be delivered for filing to the Florida Secretary of State, whereupon, the existence of the Company shall cease.

11.4 Return of Contributions Non-Recourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or hers Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contributed by one or more Members, such Member or Members shall have no recourse against any other Member.

2

SECTION 12. Indemnification.

12.1 Indemnified Persons. To the greatest extent not inconsistent with the laws and public policies of the State of Florida, the Company shall indemnify any Person made a party to any proceeding because such Person is or was a Member (an “**Indemnified Person**”), as a matter of right, against all liability incurred by such Indemnified Person in connection with such proceeding; *provided* that such Indemnified Person has met the standard of conduct for indemnification set forth in Section 12.2. The Company shall pay for or reimburse the reasonable expenses incurred by such Indemnified Person in connection with any such proceeding in advance of final disposition thereof if (i) such Indemnified Person furnishes the Company a written affirmation of such Indemnified Person’s good faith belief that it has met the standard of conduct for indemnification described in Section 12.2 and (ii) such Indemnified Person furnishes the Company a written undertaking to repay the advance if it is ultimately determined that such Indemnified Person did not meet such standard of conduct. Such undertaking must be a general obligation of such Indemnified Person, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify an Indemnified Person who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by such Indemnified Person in connection with the proceeding without the requirement of a determination as set forth in Section 12.2. Upon demand by a Member or former Member for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether such Person is entitled thereto in accordance with this Section 12. The indemnification and advancement of expenses provided for under this Section 12 shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Section 12. The Company shall have the power, but not the obligation, to indemnify any Person who is or was an owner, officer, employee or agent of the Company to the same extent as if such Person were a Member.

12.2 Standard. Indemnification of a Person is permissible under this Section 12 only if (i) such Person reasonably believed that he conducted himself in good faith; (ii) such Person reasonably believed that his conduct was in (or at least not opposed to) the Company’s best interest and was within the authority delegated to him by or pursuant to this Operating Agreement; (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his conduct was unlawful; and (iv) such Person is not adjudged in any such proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent to have failed to meet the standard of conduct described in this Section 12.2.

12.3 Proceedings. A current or former Member who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(a) in a proceeding in which the Member is wholly successful, on the merits or otherwise, the Member is entitled to indemnification under this Section 12, in which case the court

shall order the Company to pay the Member its reasonable expenses incurred to obtain such court ordered indemnification; or

(b) the Member is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Member met the standard of conduct set forth in Section 12.2.

12.4 Other Indemnification. Nothing contained in this Section 12 shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any Person who is or was a Member of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another entity. Nothing contained in this Section 12 shall limit the ability of the Company to otherwise indemnify or advance expenses to any Person. It is the intent of this Section 12 to provide indemnification to Members to the fullest extent now or hereafter permitted by the law consistent with the terms or conditions of this Section 12. Indemnification shall be provided in accordance with this Section 12 irrespective of the nature of the legal or equitable theory upon which a claim is made, including negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, or violation of any other state or federal law or violation of any law of any other jurisdiction.

12.5 Insurance. The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Section 12, or both, against any liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such liability.

SECTION 13. Exculpation.

13.1 No Member and no Affiliate, shareholder, officer, principal, employee, representative or agent of a Member (each, a "Covered Person") shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Operating Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

13.2 A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

SECTION 14. Miscellaneous.

14.1 Notices. All notices and other communications under this Operating Agreement shall be in writing and shall be deemed given when (i) delivered by hand, (ii) transmitted by telecopier with automatic confirmation of transmission, (iii) delivered by Federal Express or other reputable express delivery service, or registered or certified mail, return receipt requested, or (iv) an attempted delivery by one of the means described in the foregoing clauses (i) and (iii) is refused by the addressee; *provided*, in

any case, that the same is directed to the intended recipient at the address(es) or telecopier number(s) set forth for him in the records of the Company, or to such other address(es) or telecopier number(s) as a Member may specify by notice given to the other Members pursuant to this provision:

14.2 Amendments. Except as otherwise provided herein, this Operating Agreement may not be amended, modified or revised, in whole or in part, unless the Manager and the holders of a majority of the outstanding Membership Interests approve such Amendment. Provided, however, the Manager may issue additional equity interests in the Company without the consent or approval of Members provided such additional equity interests do not have superior rights and preferences to cash distributions, liquidation proceeds, or sale proceeds to the Members who invested in the Company via the PPM.

14.3 Binding Effect. The provisions of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors and permitted assigns.

14.4 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.5 Headings. All headings contained in this Operating Agreement are inserted as a matter of convenience and for ease of reference only and shall not be considered in the construction or interpretation of any provision of this Operating Agreement.

14.6 Exhibits. All exhibits annexed hereto are expressly made a part of this Operating Agreement, as fully as though completely set forth herein, and all references to this Operating Agreement herein or in any of such exhibits shall be deemed to refer to and include all such exhibits.

14.7 Terms. Common nouns and pronouns used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the Person or Persons may require. The term, "including," as used herein, shall be deemed to mean "including, without limitation."

14.8 Severability. Each provision hereof is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

14.9 Entire Agreement. This Operating Agreement, including all exhibits hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior oral and written understandings or agreements.

14.10 Construction. This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles thereof, and without the application of any principle that a document be construed against a party causing the same, or a relevant provision thereof, to be drafted.

14.11 No Waiver. No course of dealing between the Company and any Member, and no delay by the Company in exercising any right, power or remedy, shall operate as a waiver or otherwise prejudice the exercise by the Company of that right, power or remedy against that or any other Member.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Operating Agreement has been executed by the undersigned as of the date first above written.

MANAGER: **FINDING FLORIDIANS, LLC, a
Florida limited liability company**

By: *Carter Long*
Carter Long, Manager

EXHIBIT A

Members

As of July 1, 2024

<u>Member</u>	<u>Capital Contribution</u>	<u>Number of Interests</u>
Greg-Kar Partnership	\$25,000	2,500
Green Swan LLC	\$25,000	2,500
Long & Escobar Investments LLC	\$25,000	<u>2,500</u>
		7,500
 <u>Manager</u>		
Carter Long	\$40,000 plus assignment of other rights and assets	242,500