

How To Form a Florida LLC or Limited Liability Company

A Guide for Lawyers

James W. Martin

HOW TO FORM A FLORIDA LLC OR LIMITED LIABILITY COMPANY

A Guide for Lawyers

By
James W. Martin
Florida Bar Board Certified Real Estate Lawyer
Adjunct Professor of Law, Stetson University College of Law
St. Petersburg, Florida
jim@jamesmartinpa.com
www.jamesmartinpa.com
[\(727\) 821-0904](tel:(727)821-0904)

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PREFACE

For over thirty years I have seen limited liability companies (LLCs) improperly formed and maintained in Florida. Some failed to document membership; others failed to create an operating agreement; and others failed to hold meetings, file annual reports, and maintain records. Failure to comply with the basics of Florida limited liability company law have resulted in real estate title problems, litigation, and potential personal liability.

My hope for this book is to provide a step-by-step process for forming and maintaining Florida limited liability companies to avoid these problems. Other types of entities in Florida, such as business corporations and nonprofit corporations, are the subject of other books. You can check my website www.jamesmartinpa.com for their availability.

This book, with its forms and checklists, is primarily directed to lawyers and their staffs because limited liability companies are legal entities created under the Florida Revised Limited Liability Company Act, Florida Statutes Chapter 605, so having a law degree really should be a prerequisite to forming and maintaining Florida limited liability companies.

However, I realize that we live in an age where nonlawyers freely access these materials on the Internet, so I have written this book in plain language that does not require a law degree to understand. But, my message for nonlawyers reading this book is to be sure to engage a Florida-licensed lawyer on your behalf to review any document before it is signed or filed.

Not every form or procedure relating to limited liability companies is included in this book. In order to keep the the process of forming and maintaining a Florida limited liability company as simple as possible, I have included only those forms and procedures that are used in basic cases.

The forms are included to illustrate the procedures of forming and maintaining a Florida limited liability company. No form should be used and no procedure should be followed unless the reader understands it and decides that it applies to his or her situation, and as noted above, if the reader is not a lawyer, then the form should be reviewed by his or her own lawyer before signing or filing it. Each situation differs in some respects, so readers should plan to make changes to these forms and procedures accordingly.

State and federal securities laws regulate the offer and sale of securities. A membership in a Florida limited liability company may be subject to those laws. The securities laws are beyond the scope of this book. If the limited liability company will have more than one member, then the lawyer should advise the client to engage a lawyer specializing in securities laws to assist in formation and maintenance of the entity.

Please note that this book was created for general background and educational purposes, it is not legal advice, and it does not create an attorney-client relationship.

I have tried to make this book complete and accurate, so any corrections, comments, or suggestions that the reader may have will be appreciated and may be sent to me at the email address below.

James W. Martin
Florida Bar Board Certified Real Estate Lawyer
Adjunct Professor of Law, Stetson University College of Law
St. Petersburg, Florida
jim@jamesmartinpa.com
www.jamesmartinpa.com
[\(727\) 821-0904](tel:(727)821-0904)

June, 2022

DEDICATION

The author dedicates this work to his wife Cathy Martin, Assistant Dean for Career and Professional Development at Stetson University College of Law, for her encouragement and motivation in writing this book.

ABOUT THE AUTHOR

James W. Martin
Florida Bar Board Certified Real Estate Lawyer
Adjunct Professor of Law, Stetson University College of Law
Email jim@jamesmartinpa.com
Web www.jamesmartinpa.com
Phone (727) 821-0904
St. Petersburg, Florida

James W. Martin holds a B.S. degree (Mathematics) from Stetson University and a J.D. degree from Stetson University College of Law. He is Board Certified in Real Estate Law by The Florida Bar. For over forty years, Martin's legal practice areas have been real property, wills, trusts, probate estates, corporations, nonprofits, and business law. In addition to his private law practice, he is an Adjunct Professor of Law at Stetson University College of Law and was inducted into its Hall of Fame. Martin has written eleven books and published over thirty articles on real estate, probate, business organizations, contracts, legal management, legal forms, and nonprofit organizations. More information is available on his website at www.jamesmartinpa.com.

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HOW TO USE THIS BOOK

How to Use This Book

Checklist of Things To Do (Before Using This Book)

Explanation of Parts

Useful Supplies and Equipment

Fees of Florida Division of Corporations

HOW TO USE THIS BOOK

This book provides a process by which a lawyer may efficiently form and maintain Florida limited liability companies and prepare related legal documentation through the use of Document Forms selected from Checklists and Fact Sheets. The Document Forms can be saved as Word files or they may be pre-printed for use as paper forms.

Checklists are provided to outline each step to be followed in forming and maintaining a limited liability company. The Checklists refer the user to the appropriate Fact Sheets, Document Forms, Reminders, and Procedures involved in each step.

Because the lawyer has the ethical responsibility for the work product, the lawyer should study each of the forms and checklists before using them. Each lawyer, legal assistant, and secretary involved in the process should also do so prior to the first use. It is suggested that the lawyer and staff undertake a dry run by using a fictional limited liability company to try the process in the lawyer's own practice. Any adjustments, such as changing or adding forms and paragraphs, can then be made to fit the process to the lawyer's particular desires and requirements.

In order to become familiar with the book, a Checklist of Things To Do before using this book is included on the next page.

CHECKLIST OF THINGS TO DO

1. Print this Checklist so that each step can be checked off as it is completed.
2. The lawyer and staff should review:
 - Explanation of Parts
 - Useful Supplies and Equipment
 - Checklists I through V
 - Fact Sheets I through III
3. The lawyer should study the Document Forms and the Law References which explain them, and the Procedures and Reminders.
4. The staff should study the Procedures and Reminders and review the Document Forms and Law References.
5. The Checklists, Fact Sheets and Reminders should be copied for use with individual clients.
6. The Document Forms should be saved as Word files.
7. A dry run should be performed using a fictional client and completing Fact Sheets I and II; the staff should complete and follow Checklists I and II.
8. The Checklists, Fact Sheets, and Document Forms should be revised by the lawyer if the dry run shows any Checklist, Fact Sheet, Document Form or other part of the book to be inappropriate for his or her practice.
9. Set a Reminder (tickler) to review the operation of the process in three months to make additional revisions.
10. The process is now ready for use.

EXPLANATION OF PARTS

This book consists of the following elements:

CHECKLISTS are to show what is to be done and what has been done and by whom. There is one Checklist for each of the five parts of the process:

- I Formation
- II Organizational Meeting
- III Annual Meeting
- IV Quarterly Report and Special Meeting
- V Annual Report to State

Each Checklist places in order the steps which are to be done for each part. The steps refer to the written Procedures and Reminders. As each step in the Checklist is completed, the person doing that step fills in the date done, his or her initials, and the date for which any Reminder is prepared.

FACT SHEETS are present to gather information from the client that will be used to produce documents. There is one Fact Sheet for each of the following parts of the process:

- I Formation
- II Organizational Meeting
- III Annual Meeting

There is no Fact Sheet for Part IV (Quarterly Report and Special Meeting) because the Quarterly Limited Liability Company Action Report (Document Form No. 400), which is mailed to the client to complete, acts as the Fact Sheet for that Part. There is no Fact Sheet for Part V (Annual Report) because no additional information is needed for that Part.

The information gathered in the Fact Sheets corresponds directly with the information needed to complete the blanks in the Document Forms. The Fact Sheets also include a list of all Document Forms from which the lawyer can choose those to be prepared. Thus, completion of the Fact Sheet will generate all of the information and instructions required for the staff to prepare the documents.

The Fact Sheets provide the specific information to be inserted into the Document Forms wherever it appears in parentheses. Some systems use numbering techniques for such "variable" information that will be merged into template forms. This system uses names for variables instead of numbers because one can add more variables to a form without renumbering the entire system, making the system more flexible.

DOCUMENT FORMS are to be used in preparation of the documents for the client. The Document Forms are separately named and numbered to correspond with each Part to which they primarily relate:

| <u>Part #</u> | <u>Doc #</u> | <u>Part</u> |
|---------------|--------------|--------------------------------------|
| I | 101-199 | Formation |
| II | 200-299 | Organizational Meeting |
| III | 300-399 | Annual Meeting |
| IV | 400-499 | Quarterly Report and Special Meeting |
| V | 500-599 | Annual Report |
| VI | 600-699 | Resolution Paragraphs |
| VII | 700-799 | Miscellaneous |

Note that a number of limited liability company resolutions, which may be adopted in the organizational, annual or special meetings, are included as Document Form number 600, a series of paragraphs numbered consecutively beginning with 601.

Also note that the places in Document Forms to insert optional paragraphs are designated as follows: *INSERT OPTIONAL PARAGRAPHS HERE. This designation is different from the designations in the Document Forms for the places to insert variable information in that the optional paragraph designations have asterisks before and after, whereas the variable information blanks, designated as follows, do not: (Variable Information Blank).

REMINDERS are used to designate future work. Each Reminder is numbered and referred to in the Checklists. Each Reminder is to be filed in a Reminder System which is further described in Reminders.

PROCEDURES are descriptions and instructions on how to perform certain steps and prepare certain documents. Each procedure is numbered and referred to in the Checklists.

LAW REFERENCES explain the Document Forms and cite the laws on which the forms are based. Each Law Reference is numbered and corresponds to the Document Form which it explains. The Law References are not intended to constitute a legal discourse on limited liability company law, but are intended to explain why that particular form was used.

USEFUL SUPPLIES AND EQUIPMENT

The following equipment and supplies are helpful in using this book:

Limited Liability Company Kit. The usual limited liability company kit consists of a minute book, printed membership certificates, and binder. Kits can be purchased from a number of suppliers, such as blumberg.com and blackstonelegal.com.

Report Covers. The client should be given a copy of every document prepared for the limited liability company so that the client has a copy for its reference. Documents may be emailed to the client as PDF files or mailed to the client as paper documents. If on paper, they can be bound in report covers with the lawyer or law firm name printed on them. (They are also useful in providing a closing package of documents for real estate closings.) Some report covers come with plastic channel grips to bind the contents at the top or the side without the need for special binding machines. Court reporter transcript covers are ideal for this purpose. One supplier for these report covers is pengad.com.

Envelopes. The standard envelope for most correspondence is the number 10 business envelope. These can be purchased from the U.S. Postal Service as pre-stamped and pre-printed envelopes with the return address of the law firm. They are handy because it is not necessary to affix stamps. Here is the link to USPS pre-printed and pre-stamped envelopes: store.usps.com/store/pse/

Tax Forms. IRS Form SS-4 (Application for Employer Identification Number - See Document Form 102) and other IRS forms are available from the Internal Revenue Service. Here is a link to IRS forms: www.irs.gov/forms-instructions

Department of State Forms. Some forms are available from the Department of State, Division of Corporations, here: <https://dos.myflorida.com/sunbiz/forms/limited-liability-company/>

FEES OF FLORIDA DIVISION OF CORPORATIONS

Fees for limited liability companies can be found on the Florida Division of Corporations website here: <https://dos.myflorida.com/sunbiz/forms/fees/#llc>

Here is a list of fees as of June 1, 2022:

New LLC

| | |
|----------|--|
| \$100.00 | Filing fee |
| \$25.00 | Registered Agent Designation |
| \$30.00 | Certified Copy (optional) |
| \$5.00 | Certificate of Status (optional) |
| \$160.00 | Total (Filing Fee, Registered Agent Designation, etc.) |

Annual Reports

| | |
|----------|--|
| \$138.75 | Annual Report (with supplemental fee) |
| \$538.75 | Annual Report (received after May 1st) |
| \$50.00 | Amended Annual Report |

Other Filings

| | |
|----------|---|
| \$25.00 | Any Other Amendment |
| \$25.00 | Name Reservation |
| \$25.00 | Articles of Correction |
| \$25.00 | Articles of Dissolution/Withdrawal |
| \$100.00 | Articles of Revocation of Dissolution |
| \$25.00 | Change of Registered Agent |
| \$25.00 | Member, Managing Member, or Manager Resignation |
| \$85.00 | Registered Agent Resignation (active) |
| \$25.00 | Registered Agent Resignation (dissolved) |

CHECKLISTS

- I Formation
- II Organizational Meeting
- III Maintenance — Annual Meeting
- IV Maintenance — Quarterly Report and Special Meeting
- V Maintenance — Annual Report to State

CHECKLIST I - FORMATION

Name of Limited Liability Company: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

| Step | Who | Date | What |
|------|-------|------|---|
| 1 | _____ | A | Meet with client and complete Fact Sheet I. |
| 2 | _____ | LA | Review Fact Sheet I to be sure fully filled in. |
| 3 | _____ | LA | Open files. (See Procedure 1) |
| 4 | _____ | LA | Check name availability. (See Procedure 2) |
| 5 | _____ | LA | Optional: Reserve name with Secretary of State using # 150 - Application to Reserve Limited Liability Company Name; Set Reminder 1. (See Procedure 3) |
| 6 | _____ | LA | Type all documents for Part I per Fact Sheet I. (See Procedure 4) |
| 7 | _____ | A | Review typed documents; make any desired changes. |
| 8 | _____ | LA | Make changes requested by Attorney. |
| 9 | _____ | LA | Optional: Send # 151 - Letter Thanking Referral. |
| 10 | _____ | LA | [Reserved] |
| 11 | _____ | LA | Have clients sign # 101 - Articles of Organization and # 102 - IRS Form SS-4. |
| 12 | _____ | LA | Give clients # 104 - Engagement Letter and collect fee retainer and cost deposit. (See Procedure 6) |
| 13 | _____ | LA | Send Articles with # 105 - Letter to Secretary of State; Set Reminder 2 for 2 weeks. (See Procedure 7) |
| 14 | _____ | LA | When copy of filed Articles received from State: Send # 102 - Form SS-4 to IRS with # 106 - Letter (See Procedure 8); Set Reminder 3 for 4 weeks; Send # 103-Limited Liability Company Kit Order Letter with check; Set Reminder 4 for 2 weeks; Send copy of Articles to client with # 107 - Letter; (See Procedure 27-Using Return Address Envelopes); Send copy of Articles to those who receive copies; Set Reminder 5 for 1 week. |
| 15 | _____ | LA | Update # 108 - Limited Liability Company Directory and # 109 - Limited Liability Company Status Sheet. (See Procedure 9) |

CHECKLIST II - ORGANIZATIONAL MEETING

Name of Limited Liability Company: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

| Step | Who | Date | What |
|------|-----|-------|---|
| 1 | A | _____ | Meet with clients & hold Organizational Meeting & complete Fact Sheet II. (See Procedure 10) |
| 2 | LA | _____ | Review Fact Sheet II to be sure fully filled in. |
| 3 | LA | _____ | [Reserved] |
| 4 | LA | _____ | Type all documents for Part II per Fact Sheet II. (See Procedure 12) |
| 5 | LA | _____ | Assemble all typed documents into Minutes & Documents Books. (See Procedure 13) |
| 6 | A | _____ | Review Minutes & Documents Books and make any changes desired. |
| 7 | LA | _____ | Make changes requested by Attorney. |
| 8 | A | _____ | Optional: Prepare documents not in system, such as copyright and trademark registrations, contracts, etc. |
| 9 | LA | _____ | Set appointment for clients to see Attorney to review and sign documents. |
| 10 | A | _____ | Meet with clients and review and sign Minutes and Documents Books (See Procedure 14); Present # 217 - Bill for Formation; Explain process for limited liability company maintenance (Part III); Give client # 215- Letter to Client After Formation and #400 - Quarterly Limited Liability Company Action Report; Set Reminder 7. |
| 11 | LA | _____ | [Reserved] |
| 12 | LA | _____ | Optional: Send # 256 - Fictitious Name Notice and # 257 - Letter to newspaper to publish; Set Reminder 10. (See Procedure 15) |
| 13 | LA | _____ | [Reserved] |
| 14 | LA | _____ | Send copy of all documents to client & others and put copy in file. (See Procedure 19) |
| 15 | LA | _____ | Set Reminder 12 for next calendar quarter for Quarterly Limited Liability Company Action Report; Set Reminder 15 for one year for Annual Meeting; Set Reminder 18 for next January 2nd for Annual Report to State. |
| 16 | LA | _____ | Update # 108 - Limited Liability Company Directory and # 109 - Limited Liability Company Status Sheet. (See Procedure 9) |
| 17 | LA | _____ | Put IRS Employer Identification Number into Documents Book when received from client. |
| 18 | LA | _____ | Optional: Attach completed Schedules to Leases. |
| 19 | LA | _____ | [Reserved] |

20 LA _____ Optional: File # 258 - Application for Registration of Fictitious Name with Florida Division of Corporations; Set Reminder 11. (See Procedure 15)

21 LA _____ Optional: File proof of registration of fictitious name in Documents Book; Send copy to client. (See Procedure 15)

CHECKLIST III - MAINTENANCE - ANNUAL MEETING

Name of Limited Liability Company: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

| Step | Who | Date | What |
|------|-----|-------|---|
| 1 | LA | _____ | Send # 300-Letter to Client re Annual Meeting; Set Reminder 16. |
| 2 | A | _____ | Meet with clients & hold Annual Meeting of Members & Managers & complete Fact Sheet III. (See Procedure 17) |
| 3 | LA | _____ | Review Fact Sheet III to be sure fully complete. |
| 4 | LA | _____ | Type # 301 & # 302 - Annual Meeting Minutes & other documents per Fact Sheet III. (See Procedure 18 and Optional Procedures 21, 22, & 23) |
| 5 | A | _____ | Review typed Minutes & documents & make any changes. |
| 6 | LA | _____ | Type any changes requested by Attorney. |
| 7 | LA | _____ | Send # 303 - Letter with Annual Meeting Minutes & documents to client to sign; Send copy to others per Limited Liability Company Directory; Send # 304 - Bill for Annual Meeting to Client; Set Reminder 17. (See Procedures 19 & 27) |
| 8 | LA | _____ | Set Reminder 15 for next Annual Meeting. |
| 9 | LA | _____ | When client returns signed Minutes & documents: Put signed Minutes & documents into Books; Update # 108-Limited Liability Company Directory, # 109 - Limited Liability Company Status Sheet and # 208 - List of Current Members, Managers and Officers; Update Tables of Contents in Books. (See Procedures 9 & 20) |

CHECKLIST IV - MAINTENANCE - QUARTERLY REPORT AND SPECIAL MEETING

Name of Limited Liability Company: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

| Step | Who | Date | What |
|------|-----|-------|--|
| 1 | LA | _____ | Send # 400 - Quarterly Limited Liability Company Action Report to client; Set Reminder 13. |
| 2 | A | _____ | Review Quarterly Report prepared by client; Draft any documents or minutes not in system; Check off Document Forms to prepare from list below. |
| 3 | LA | _____ | Review Quarterly Report to be sure complete; if no activity, just file Report in office file. |
| 4 | LA | _____ | Type Special Meeting Minutes and other documents. (See Procedure 25) |
| 5 | A | _____ | Review Minutes & documents & make any changes desired. |
| 6 | LA | _____ | Type any changes requested by attorney. |
| 7 | LA | _____ | Send # 403 - Letter to Client with Special Meeting Minutes & documents to sign; Send copy to others per Limited Liability Company Directory; Send # 404 - Bill for Special Meeting to client; Set Reminder 14. (See Procedures 19 & 27) |
| 8 | LA | _____ | Set Reminder 12 for next calendar quarter for next Quarterly Report. |
| 9 | LA | _____ | When client returns signed Minutes & documents: Put signed Minutes & documents into Books; Update # 108 - Limited Liability Company Directory, # 109 - Limited Liability Company Status Sheet and # 208 - List of Current Members, Managers and Officers; Update Table of Contents in Books. (See Procedures 9 & 20) |

STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

| Doc # | Document Name |
|-------|-------------------------------------|
| 402 | Minutes of Special Meeting |
| | Date of Special Meeting: _____ |
| | Time of Special Meeting: _____ |
| | Place of Special Meeting: _____ |
| | Purpose of Special Meeting: _____ |
| | Managers at Special Meeting: _____ |
| | Attorneys at Special Meeting: _____ |
| | Others at Special Meeting: _____ |

Chairman of Special Meeting: _____

Secretary of Special Meeting: _____

403 Letter to Client with Special Meeting Minutes

404 Bill for Special Meeting Minutes

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

| <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 253 | <input type="checkbox"/> Promissory Note from Limited Liability Company (for Loan) |
| 256 | <input type="checkbox"/> Notice of Fictitious Name |
| 257 | <input type="checkbox"/> Letter to Newspaper to Publish Fictitious Name Notice |
| 258 | <input type="checkbox"/> Application for Registration of Fictitious Name |
| 259 | <input type="checkbox"/> Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name |
| 260 | <input type="checkbox"/> Lease Agreement for Realty |
| 261 | <input type="checkbox"/> Assignment of Lease (Realty) |
| 262 | <input type="checkbox"/> Lease Agreement for Personalty |
| 263 | <input type="checkbox"/> Lease Agreement for Motor Vehicles |
| 265 | <input type="checkbox"/> Employment Agreement |
| 702 | <input type="checkbox"/> Proxy |
| 705 | <input type="checkbox"/> Amendment to Operating Agreement |
| 706 | <input type="checkbox"/> Amendment to Employment Agreement |
| 707 | <input type="checkbox"/> Resignation of Manager |
| 708 | <input type="checkbox"/> Statement of Change of Registered Office or Agent |
| 709 | <input type="checkbox"/> Promissory Note to Limited Liability Company |

CHECKLIST V - MAINTENANCE - ANNUAL REPORT TO STATE

Name of Limited Liability Company: _____

Date: _____

Code: A = Attorney LA = Legal Assistant or Secretary # = Document Form number

| <u>Step</u> | <u>Who</u> | <u>Date</u> | <u>What</u> |
|-------------|------------|-------------|-------------|
|-------------|------------|-------------|-------------|

| | | | |
|---|----|-------|---|
| 1 | LA | _____ | Send # 500 - Letter to Client re Annual Report to State; Set Reminder 19. (See Procedure 26) |
|---|----|-------|---|

| | | | |
|---|----|-------|--|
| 2 | LA | _____ | Optional: File # 501 - Annual Report to Dept. of State; Give client bill; Set Reminder 20. (See Procedure 26) |
|---|----|-------|--|

| | | | |
|---|----|-------|--|
| 3 | LA | _____ | Put copy of Annual Report in Documents Book & office file. |
|---|----|-------|--|

| | | | |
|---|----|-------|--|
| 4 | LA | _____ | Update # 108 - Limited Liability Company Directory and # 109 - Limited Liability Company Status Sheet; Update Table of Contents in Documents Book. (See Procedure 9) |
|---|----|-------|--|

| | | | |
|---|----|-------|---|
| 5 | LA | _____ | Set Reminder 18 for next Annual Report. |
|---|----|-------|---|

FACT SHEETS

- I Formation
- II Organizational Meeting
- III Annual Meeting

FACT SHEET I - FORMATION

Interview Date: _____

CODENAMES - (initials or other abbreviations of names of persons involved) These Codenames and addresses are entered here so that they may be used in completing the remainder of this form instead of writing out the entire names.

NOTE: Circle address to use for correspondence.

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

Codename: _____

Full Name: _____

Address: _____

Phone: _____

Email: _____

INFORMATION FOR DOCUMENT FORM # 101 - ARTICLES OF ORGANIZATION

Name of Limited Liability Company:

First Choice: _____

Second Choice: _____

Third Choice: _____

Specific Purpose Clause: _____

Registered Office: _____

Registered Agent: _____

Choose: _____ Member-Managed
_____ Manager-Managed

Members names and addresses (need one):

A. _____

B. _____

C. _____
D. _____
E. _____
F. _____

Managers names and addresses:

A. _____
B. _____
C. _____
D. _____
E. _____
F. _____

OPTIONAL ARTICLES:

_____ Indemnification of Officers & Managers mandatory.
_____ Limited Liability Company's existence to commence on date Articles signed, per F.S. § 605.0207. Articles must be filed by Florida Division of Corporations within five (5) business days. (See Procedure 7)
_____ Check here if other Articles have been drafted & attached.

INFORMATION FOR DOCUMENT FORM # 102 - IRS FORM SS-4 APPLICATION FOR EMPLOYER ID NUMBER

Address for IRS Forms: _____
County: _____
Nature of Business: _____

INFORMATION FOR DOCUMENT FORM # 103 - LIMITED LIABILITY COMPANY KIT ORDER LETTER

Name of Limited Liability Company Kit Supplier: _____
Address of Kit Supplier: _____
Type of Kit: _____
Total Price of Kit: _____

OTHER STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

Doc # Document Name
104 Engagement Letter to Client
105 Letter to Secretary of State to File Articles
106 Letter to IRS to File SS-4

- 107 Letter to Client with Copy of Filed Articles
- 108 Limited Liability Company Directory
- 109 Limited Liability Company Status sheet

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

- | <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 150 | _____ Application to Reserve Name with Secretary of State |
| 151 | _____ Letter Thanking Referral |

ADMINISTRATIVE FACTS:

CPA Name: _____
 CPA Address: _____
 CPA Phone: _____
 CPA Email: _____

Correspondent Name (addressee of letters): _____
 Correspondent Address: _____

Persons to Receive Copies of Letters and Documents: _____

| | |
|-------------------------------|----------|
| Minimum Fee: | \$ _____ |
| Total Maximum Fee Plus Costs: | \$ _____ |
| Fee Retainer: | \$ _____ |
| Cost Deposit: | \$ _____ |

Person Who Referred Client: _____
 Address of Person Who Referred Client: _____

Legal Assistant: _____
 Attorney: _____

FACT SHEET II - ORGANIZATIONAL MEETING

Name of Limited Liability Company: _____

NOTE: Use Codenames in place of full names to complete this form.

Date of Organizational Meeting: _____

Time of Organizational Meeting: _____

Place of Organizational Meeting: _____

Persons present at meeting:

Members at Organizational Meeting: _____

Managers at Organizational Meeting: _____

Attorneys at Organizational Meeting: _____

Others at Organizational Meeting: _____

Chairman of Organizational Meeting: _____

Secretary of Organizational Meeting: _____

Date Formed: _____

Appointment of Officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers:

| Name | Title |
|------|-------|
|------|-------|

A.

B.

C.

D.

Bank Accounts:

Bank Name: _____

Number of Signatures Required: _____

Persons Authorized to Sign Checks: _____

Consideration for membership is (check one):

_____ Standard clause - Cash:

Subscription Price: \$_____ per membership

Membership to be issued as follows:

Number of Memberships _____ Member

- A.
- B.
- C.
- D.
- E.
- F.

_____ Alternate clause - Transfer of Business:

Name of Business Transferred: _____

Address of Business Transferred: _____

Nature of Business Transferred: _____

Interest on Notes for Membership: _____ % per annum

Interest Payable on Notes for Membership (check one):

_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;

_____ other: _____

Principal Due on Notes for Membership: _____

Date Transfer Effective: _____

Membership and promissory notes to be issued as follows:

Number of Memberships _____ Note Principal Amount _____ Member

- A.
- B.
- C.
- D.
- E.
- F.

OPTIONAL PARAGRAPHS FOR MINUTES: (Place a check next to those desired)

Par. # Paragraph title:

602 _____ Loans to Limited Liability Company by Members, Managers, etc.:

Interest on Loans: _____ % per annum

Interest Payable on Loans (check one):

_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;

_____ other: _____

Principal Due on Loans: _____

Name of Lender _____ Principal Amount

- A.
- B.
- C.
- D.
- E.

- F.
- 603 Borrowing without separate approval:
 Total Loan Limit of Officers: \$ _____
 Officers Authorized to Borrow: _____
- 605 Business - Nature of Business: _____
 Date Business Operations to Commence: _____
- 606 Licenses to be considered (check those applicable): _____ municipal; _____ county; _____ Florida sales tax; _____ professional regulation; _____ business regulation; _____ other: _____
- 607 Signs, stationery, etc., to be obtained.
- 608 Insurance to be considered (check those applicable): _____ workers comp; _____ general liability; _____ vehicle; _____ property and casualty; _____ valuable documents; _____ employer; _____ managers and officers; _____ personal injury; _____ advertising; _____ malpractice; _____ umbrella; _____ office overhead; _____ key man life; _____ group life; _____ group medical; _____ group disability; _____ other: _____
 General Insurance Agent: _____
 Life Insurance Agent: _____
- 609 Fictitious Name: _____
 Address of Fictitious Name: _____
 County of Fictitious Name: _____
 Newspaper for Fictitious Name: _____
 Address of Newspaper for Fictitious Name: _____
- 610 Trademarks (check those applicable):
 610.1 Show common law claim to trademarks by placing "TM" next to marks wherever they appear in ads, etc.
 610.2 Apply for federal registration of trademarks.
 610.3 Apply for Florida registration of trademarks.
- 611 Copyrights (check those applicable):
 611.1 Place copyright notice on copyrightable works.
 611.2 Register copyrights with U.S. Copyright Office.
- 612 Lease of Realty:
 Lessor of Realty: _____
 Address of Realty Lessor: _____
 Address of Leased Realty: _____
 County of Leased Realty: _____
 Term of Realty Lease: _____ months _____ years
 Date Realty Lease Starts: _____
 Monthly Rent for Realty: _____
 Date First Rent for Realty Due: _____
 Authorized Use for Leased Realty: _____
- 613 Assignment of Lease of Realty:
 Lessee of Realty Presently Leased: _____
 Lessor of Realty Presently Leased: _____

| | |
|-----|--|
| 204 | Table of Contents of Documents Book |
| 205 | Authentication of Operating Agreement |
| 206 | Operating Agreement |
| 207 | Acknowledgment |
| 208 | List of Current Members ***[, Managers and]*** Officers |
| 209 | Bank Account Resolution and Signature Cards |
| 210 | IRS Employer Identification Number |
| 212 | Membership Register |
| 213 | Members' Ledger |
| 214 | Specimen Form of Membership Certificate |
| 215 | Letter to Client After Formation |
| 216 | Letter to Client re Transfer of Business |
| 217 | Bill for Formation |
| 218 | Request for Reimbursement from Limited Liability Company |

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

| <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 250 | <input type="checkbox"/> Assignment and Bill of Sale to Limited Liability Company |
| 251 | <input type="checkbox"/> Unsecured Promissory Note from Limited Liability Company (for transfer of business) |
| 253 | <input type="checkbox"/> Promissory Note from Limited Liability Company (for loan) |
| 256 | <input type="checkbox"/> Notice of Fictitious Name |
| 257 | <input type="checkbox"/> Letter to Newspaper to Publish Fictitious Name Notice |
| 258 | <input type="checkbox"/> Application for Registration of Fictitious Name |
| 259 | <input type="checkbox"/> Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name |
| 260 | <input type="checkbox"/> Lease Agreement for Realty |
| 261 | <input type="checkbox"/> Assignment of Lease (Realty) |
| 262 | <input type="checkbox"/> Lease Agreement for Personalty |
| 263 | <input type="checkbox"/> Lease Agreement for Motor Vehicles |
| 265 | <input type="checkbox"/> Employment Agreement |

FACT SHEET III - MAINTENANCE - ANNUAL MEETING

Name of Limited Liability Company: _____

NOTE: Use Codenames in place of full names to complete this form.

Date of Annual Meeting of Members: _____

Time of Annual Meeting of Members: _____

Place of Annual Meeting of Members: _____

Persons present at Members meeting:

Members at Annual Meeting: _____

Attorneys at Annual Meeting of Members: _____

Others at Annual Meeting of Members: _____

Chairman of Annual Meeting of Members: _____

Secretary of Annual Meeting of Members: _____

Selection of Managers:

Manager

A.

B.

C.

D.

E.

F.

Was Annual Meeting of Managers held immediately after Members' meeting?

_____ Yes, go to "Persons present" below.

_____ No, complete the following:

Date of Annual Meeting of Managers: _____

Time of Annual Meeting of Managers: _____

Place of Annual Meeting of Managers: _____

Persons present at Managers meeting:

Managers at Annual Meeting: _____

Attorneys at Annual Meeting of Managers: _____

Others at Annual Meeting of Managers: _____

Chairman of Annual Meeting of Managers: _____

Secretary of Annual Meeting of Managers: _____

Appointment of Officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers _____ Other Officers' Titles

- A.
- B.
- C.
- D.
- E.
- F.

OPTIONAL PARAGRAPHS FOR MINUTES: (Place a check next to those desired)

Par. # Paragraph title:

650 _____ Change name of Limited Liability Company to (New Name of Limited Liability Company):

651 _____ Amend Articles of Organization. Attach amendment on separate sheet.

652 _____ Amend Operating Agreement. Attach amendment on separate sheet.

653 _____ Bank account authorized signatures were changed. Attach copy of new bank account signature cards and resolution form.

654 _____ New bank account opened:

Bank Name: _____

Number of Signatures Required: _____

Persons Authorized To Sign Checks: _____

(Attach copy of new bank's signature cards and resolution form to place in

Documents Book)

655 _____ Account opened with investment broker:

Broker Name: _____

656 _____ Change of Registered Agent and Office:

Registered Agent: _____

Registered Office: _____

657 _____ Limited Liability Company borrowed money from Members (Prepare # 253-Promissory Notes from Limited Liability Company)

Interest on Loans: _____ % per annum

Interest Payable on Loans (check one):

_____ monthly; _____ quarterly; _____ annually; _____ at principal maturity;

_____ other: _____

Principal Due on Loans: _____

Name of Lender _____ Principal Amount

- A.
- B.
- C.
- D.
- E.
- F.

- 603 _____ Borrowing without separate approval:
 Total Loan Limit: \$ _____
 Officers Authorized to Borrow: _____
- 609 _____ Limited Liability Company began using fictitious name:
 Fictitious Name: _____
- 612 _____ Limited Liability Company leased real estate from Member or Manager:
 Lessor of Realty: _____
 Address of Realty Lessor: _____
 Address of Leased Realty: _____
 County of Leased Realty: _____
 Term of Realty Leased: _____ months _____ years
 Date Realty Lease Starts: _____
 Monthly Rent for Realty: _____
 Date First Rent for Realty Due: _____
 Authorized Use for Leased Realty: _____
- 613 _____ Limited Liability Company leased motor vehicles from Member or Manager.
 Lessor of Motor Vehicles: _____
- 617 _____ Limited Liability Company may purchase motor vehicles.
- 614 _____ Limited Liability Company leased other personalty (equipment, etc.) from
 Members or Managers:
 Lessor of Personalty: _____
- 620 _____ Insurance to be purchased on these lives:
 Members for Life Insurance: _____
- 621 _____ Employment agreements entered into:

| Employee | Job | Term | Start Date | Base Salary | Salary Period |
|----------|-----|------|------------|-------------|---------------|
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| E. | | | | | |
| F. | | | | | |
- 622 _____ Compensation of employees without Employment Agreements:

| Employee | Compensation |
|----------|--------------|
| A. | |
| B. | |
| C. | |
| D. | |
| E. | |
| F. | |
- 623 _____ Bonus Compensation.
625. _____ Employees to be hired.
- 657 _____ Base salary of Employee(s) changed:
 Date Salary Change Effective: _____

Employee _____ New Base Salary

- A.
- B.
- C.
- D.
- E.
- F.

658 _____ Bonus to Employee(s) paid:

Employee _____ Bonus

- A.
- B.
- C.
- D.
- E.
- F.

626 _____ Employee benefit plan feasibility to be studied.

659 _____ Employee benefit plan adopted.

661 _____ Engaged Employee Benefit Plan Consultant: _____

664 _____ Distribution declared: \$ _____ per membership

665 _____ Loans to Officers to be evidenced by # 709 - Promissory Notes to Limited

Liability Company:

Interest on Officers' Loans: _____ % per annum

Interest Payable on Officers' Loans (check one): _____ monthly; _____ quarterly;
_____ annually; _____ at principal maturity; _____ other: _____

Principal Due on Officers' Loans: _____

Borrower _____ Principal Amount

- A.
- B.
- C.
- D.

_____ Check here if other resolutions for Minutes have been prepared & attached.

STANDARD DOCUMENTS TO BE TYPED: (Strike through any documents not desired)

Doc # Document Name

- 300 Letter to Client re Annual Meeting
- 301 Minutes of Annual Meeting of Members
- 302 Minutes of Annual Meeting of Managers
- 303 Letter to Client with Annual Meeting Minutes
- 304 Bill for Annual Meeting and Minutes

OPTIONAL DOCUMENTS TO BE TYPED: (Place a check next to those desired)

| <u>Doc #</u> | <u>Document Name</u> |
|--------------|---|
| 253 | <input type="checkbox"/> Promissory Note from Limited Liability Company (for loan) |
| 256 | <input type="checkbox"/> Notice of Fictitious Name |
| 257 | <input type="checkbox"/> Letter to Newspaper to Publish Fictitious Name Notice |
| 258 | <input type="checkbox"/> Application for Registration of Fictitious Name |
| 259 | <input type="checkbox"/> Letter to Florida Division of Corporations to File Application for Registration of Fictitious Name |
| 260 | <input type="checkbox"/> Lease Agreement for Realty |
| 261 | <input type="checkbox"/> Assignment of Lease (Realty) |
| 262 | <input type="checkbox"/> Lease Agreement for Personalty |
| 263 | <input type="checkbox"/> Lease Agreement for Motor Vehicles |
| 265 | <input type="checkbox"/> Employment Agreement |
| 700 | <input type="checkbox"/> Notice of Annual Meetings |
| 702 | <input type="checkbox"/> Proxy |
| 703 | <input type="checkbox"/> Articles of Amendment to Articles of Organization |
| 704 | <input type="checkbox"/> List of Who to Notify After Name Changed |
| 705 | <input type="checkbox"/> Amendment to Operating Agreement |
| 706 | <input type="checkbox"/> Amendment to Employment Agreement |
| 708 | <input type="checkbox"/> Statement of Change of Registered Office or Agent |
| 709 | <input type="checkbox"/> Promissory Note to Limited Liability Company |

DOCUMENT FORMS

PART I FORMATION

1. Standard Documents

Document Form # 101 — Articles of Organization

**ARTICLES OF ORGANIZATION
OF
(Name of Limited Liability Company)**

Pursuant to Florida Statutes Chapter 605, Florida Revised Limited Liability Company Act, intending to form a Florida limited liability company, the undersigned, being authorized to execute and file these Articles, hereby certifies that:

1. **Name.** The name of the Limited Liability Company is: (Name of Limited Liability Company).

2. **Principal Place of Business and Mailing Address.** The street address of the principal office of the Limited Liability Company is _____, and the mailing address of the principal office of the Limited Liability Company is _____.

3. **Initial Registered Office and Initial Registered Agent.** The Florida street address of the initial Registered Office of the Limited Liability Company is (Registered Office), and the name of its initial Registered Agent at that address is (Registered Agent).

4. **Management.** The Limited Liability Company will be ***[member-managed] [manager-managed]***.

5. **Persons Authorized to Manage.** The name, title, and address of each person authorized to manage and control the Limited Liability Company are: _____. ***Note: Use “AMBR” for members who are authorized to manage and control the company, and use “MGR” for managers of manager-managed LLCs.***

***INSERT OPTIONAL ARTICLES HERE:**

Certification. This document is executed in accordance with Section 605.0203(1)(b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes.

Signature: _____

Printed Name: _____, as authorized representative

STATEMENT ACCEPTING APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.

(Registered Agent),
Registered Agent

***OPTIONAL ARTICLES FOR ARTICLES OF ORGANIZATION:**

***OPTION 1:**

Indemnification. The Limited Liability Company shall indemnify each Member, Manager and Officer, including former Members, Managers and Officers, to the fullest extent allowed by law.

***OPTION 2:**

Purpose. The Limited Liability Company is organized for the following purposes:

A. To engage in and transact any lawful business for which limited liability companies may be formed under Florida law. No other purpose limits this general purpose in any way.

B. To do such other things as are incidental to the purposes of the Limited Liability Company or necessary or desirable in order to accomplish them.

C. *****[Insert (Specific Purpose Clause)]***.**

***OPTION 3:**

Commencement of Existence. The date when limited liability company existence shall commence is the date of signing of these Articles of Organization, and these Articles of Organization shall be filed within five business days thereafter.

***OPTION 4:**

Effective Date. The effective date of the limited liability company, if other than the date of filing, is _____. *****[The date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.]*****

Document Form # 102 — IRS Form SS-4 Application for Employer Identification Number

This number can be applied for online at the Internal Revenue website here: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>

This form can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/fss4.pdf>

Instructions can be downloaded from the Internal Revenue website here: <https://www.irs.gov/pub/irs-pdf/iss4.pdf>

Information regarding this form is on the IRS website here: <https://www.irs.gov/forms-pubs/about-form-ss-4>

Document Form # 103 — Limited Liability Company Kit Order Letter

[Law firm letterhead]

Date: _____

(Name of Limited Liability Company Kit Supplier)

(Address of Kit Supplier)

RE: Name of Limited Liability Company: (Name of Limited Liability Company)
 State of Formation: Florida
 Year of Formation: (Date Formed)

To Whom It May Concern:

Please send us one type (Type of Kit) limited liability company kit for the above limited liability company. The kit shall consist of the following items: printed membership certificates, minute book, and container box.

Please process this order at your earliest opportunity. We have enclosed our check for \$(Total Price for Kit) payable to you.

If you have any questions, please call us.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 104 — Engagement Letter to Client

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

Re: Formation of (Name of Limited Liability Company)

Dear (Correspondent Name):

Thank you for selecting this law firm to form your limited liability company. The Articles of Organization have been prepared for your review and signature. After they are signed, we will file the Articles with the Secretary of State and order a limited liability company minute book and membership certificates. We will notify you when the Articles are filed so that you can open a limited liability company bank account and set an appointment to hold the Organizational Meeting.

This letter confirms our understanding that you will reimburse costs advanced by this firm during formation, including filing fees, limited liability company minute book, membership certificates, copies, postage, and other such costs. In addition, you will pay our fees for attorney and staff services which we estimate will be a minimum of \$(Minimum Fee). We estimate that the total fees and costs of formation through and including the Organizational Meeting will not exceed \$ (Total Maximum Fee Plus Costs).

The policy of this firm is to accept a fee retainer and cost deposit at the commencement of work. We understand that you are paying a fee retainer of \$(Fee Retainer) and a cost deposit of \$(Cost Deposit) at this time, to be applied against your next bill. This letter also confirms the policy of this firm that all bills are due upon presentation. However, if you ever need additional time to pay a bill, please contact us when you receive it.

I appreciate your trust and confidence in choosing this firm.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)

Document Form # 105 — Letter to Secretary of State to File Articles

[Law firm letterhead]

Date: _____

Mailing Address:

New Filing Section

Department of State

Division of Corporations

P.O. Box 6327

Tallahassee, FL 32314

Phone (850) 245-6052

Street Address:

New Filing Section

Department of State

Division of Corporations

The Centre of Tallahassee

2415 N. Monroe Street, Suite 810

Tallahassee, FL 32303

Phone (850) 245-6052

RE: (Name of Limited Liability Company)

To Whom It May Concern:

Enclosed is the signed original of the Articles of Organization of the above limited liability company. We have also enclosed a check payable to Florida Department of State in the amount of \$_____ for the filing and certified copy fees.

Please process this at your earliest opportunity and return the certified copy of the Articles of Organization to this office.

Thank you for your assistance. If you have any questions, please do not hesitate to call us.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosures

Document Form # 106 — Letter to IRS to File SS-4

[Law firm letterhead]

Date: _____

Internal Revenue Service
Attn: EIN Operation
Cincinnati, OH 45999

Fax: 855-641-6935

RE: (Name of Limited Liability Company)

To Whom It May Concern:

Enclosed is Form SS-4 Application for Employer Identification Number for the above limited liability company.

Please process this at your earliest opportunity.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 107 — Letter to Client with Copy of Filed Articles

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: (Name of Limited Liability Company)

Dear (Correspondent Name):

Enclosed is a copy of the Certificate and Articles of Organization for the above limited liability company. The Articles have been filed with the Secretary of State, and the limited liability company is now in existence.

In order to legally maintain the limited liability company, you must file an Annual Report with the Secretary of State every January. That office usually sends you a reminder to file the form, but even if it does not, you are still responsible for filing it. If you do not file the Annual Report, the State may administratively dissolve the limited liability company.

The Application for Employer Identification Number has been filed with the Internal Revenue Service. IRS will send the number to the limited liability company's address listed on the Application. Please send us the number so that we can place it in the limited liability company Documents Book. You should also furnish the number to your accountant.

Please open a checking account for the limited liability company at this time. You may use any bank you choose. You should take the enclosed Articles of Organization with you for the bank to copy for their records. Please obtain a copy of the bank's resolution form and signature cards so that we can put them in the limited liability company Documents Book.

Finally, please call us now for an appointment to hold the Organizational Meeting of the limited liability company. I look forward to seeing you then.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)
Enclosures

Document Form # 108 — Limited Liability Company Directory

LIMITED LIABILITY COMPANY DIRECTORY

Last Updated: _____

Name of Limited Liability Company: _____

Address: _____

Phone: _____

MEMBERS, MANAGERS, OFFICERS, REGISTERED AGENT:

Codename Full Name Address & Phone Offices Held Number of Memberships

CPA Name: _____

CPA Address: _____

CPA Phone: _____

CPA to receive copies of all documents? _____ yes; _____ no

CPA to attend meetings? _____ yes; _____ not

Correspondent Name (addressee of letters): _____

Correspondent Address: _____

Correspondent Phone: _____

Persons to Receive Copies of letters and documents: _____

Person Who Referred Client: _____

General Insurance Agent: _____

Life Insurance Agent: _____

Document Form # 109 — Limited Liability Company Status Sheet

LIMITED LIABILITY COMPANY STATUS SHEET

Last Updated: _____

Name of Limited Liability Company: _____

Date Formed: _____

Florida Document Number: _____

IRS Tax ID No.: _____

Bank Name: _____

Fictitious Name: _____

Unpaid notes to Member for transfer of business? _____ yes; _____ no

Unpaid loans to Limited Liability Company by Members? _____ yes; _____ no

Unpaid loans to Officers by Limited Liability Company? _____ yes; _____ no

Lease of Realty? _____ yes; _____ no
Renewal date: _____

Lease of Personalty? _____ yes; _____ no
Renewal date: _____

Lease of Motor Vehicle? _____ yes; _____ no
Renewal date: _____

Employee Benefit Plan adopted? _____ yes; _____ no

Employment Agreements with:

| <u>Employee</u> | <u>Base Salary</u> | <u>Renewal Date</u> |
|-----------------|--------------------|---------------------|
|-----------------|--------------------|---------------------|

A.

- B.
- C.
- D.

Compensation Set by Minutes Without Employment Agreement:

| <u>Employee</u> | <u>Base Compensation</u> |
|-----------------|--------------------------|
|-----------------|--------------------------|

- E.
- F.
- G.
- H.

Quarterly Limited Liability Company Action Reports received for these quarters:

Annual Meetings held for these years: _____

Other Comments and Information: _____

2. Optional Documents

Document Form # 150 — Application to Reserve Name

[Law firm letterhead]

APPLICATION TO RESERVE NAME

Date: _____

Mailing Address:

New Filing Section

Department of State

Division of Corporations

P.O. Box 6327

Tallahassee, FL 32314

Phone (850) 245-6052

Street Address:

New Filing Section

Department of State

Division of Corporations

The Centre of Tallahassee

2415 N. Monroe Street, Suite 810

Tallahassee, FL 32303

Phone (850) 245-6052

RE: (Name of Limited Liability Company)

The undersigned hereby requests that you reserve the limited liability company name (Name of Limited Liability Company) for the statutory period of 120 days. A check in payment of your \$_____ fee is enclosed. Please stamp and return the enclosed copy of this letter to indicate that the name is reserved.

Very truly yours,

(Attorney)

Document Form # 151 — Letter Thanking Referral

[Law firm letterhead]

Date: _____

(Person Who Referred Client)

(Address of Person Who Referred Client)

Dear (Person Who Referred Client):

This short note is to thank you for referring (Correspondent Name) to me. They will receive my special attention.

Very truly yours,

(Attorney)

PART II ORGANIZATIONAL MEETING

1. Standard Documents

Document Form # 200 — Authentication of Minute Book

**AUTHENTICATION OF MINUTE BOOK
OF
(Name of Limited Liability Company)**

The Members *****[and Managers]***** of the above Limited Liability Company, a limited liability company duly organized and existing under the laws of the State of Florida, hereby adopt and identify this book with the records contained herein as the original Minute Book of this Limited Liability Company.

Date: _____

Signatures of All Members:

(Member A) (Member B)

(Member C) (Member D)

(Member E) (Member F)

*****[Signatures of All Managers:**

(Manager A) (Manager B)

(Manager C) (Manager D)

(Manager E) (Manager F)]***

Document Form # 201 — Table of Contents of Minute Book

TABLE OF CONTENTS OF MINUTE BOOK

Minutes of Organizational Meeting (Date of Organizational Meeting)

Document Form # 202 — Minutes of Organizational Meeting

**CALL AND WAIVER OF NOTICE OF ORGANIZATIONAL
MEETING OF MEMBERS ***[AND MANAGERS]*** OF
(Name of Limited Liability Company)**

We the undersigned, being all of the initial Members ***[and Managers]*** of the above Limited Liability Company, hereby call the organizational meeting of the Members ***[and Managers]*** of the Limited Liability Company to be held at the following place, date and time, and hereby waive notice of the place, date, time and purposes of the meeting and consent that the meeting be held as set forth below for the purpose of transacting any business whatsoever that may be brought before the meeting, including but not limited to approving the operating agreement, appointing officers, and confirming issuance of memberships.

Meeting Date: (Date of Organizational Meeting)
Meeting Time: (Time of Organizational Meeting)
Meeting Place: (Place of Organizational Meeting)

Signatures of All Members:

| | |
|------------|------------|
| _____ | _____ |
| (Member A) | (Member B) |
| _____ | _____ |
| (Member C) | (Member D) |
| _____ | _____ |
| (Member E) | (Member F) |

***[Signatures of All Managers:

| | |
|-------------|-----------------|
| _____ | _____ |
| (Manager A) | (Manager B) |
| _____ | _____ |
| (Manager C) | (Manager D) |
| _____ | _____ |
| (Manager E) | (Manager F)]*** |

**MINUTES OF ORGANIZATIONAL
MEETING OF MEMBERS ***[AND MANAGERS]*** OF
(Name of Limited Liability Company)**

(Date of Organizational Meeting)

(Time of Organizational Meeting)

(Place of Organizational Meeting)

The Organizational Meeting of the initial Members ***[and Managers]*** of the above Limited Liability Company was held on the above date at the above time and place. The following persons were present at the meeting:

Members: (Members at Organizational Meeting)

[Managers: (Managers at Organizational Meeting)]

Attorneys: (Attorneys at Organizational Meeting)

Others present by invitation: (Others at Organizational Meeting)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by all of the Members ***[and Managers]*** was presented and is filed preceding these Minutes.

Chairman and Secretary. The Members ***[and Managers]*** selected (Chairman of Organizational Meeting) to be Chairman and (Secretary of Organizational Meeting) to be Secretary for this meeting.

Certificate of Formation. The certificate of formation for the Limited Liability Company, issued by the Florida Secretary of State, was presented to and examined by the Members ***[and Managers]*** and is filed in the Documents Book. It was noted that the Limited Liability Company's existence commenced on (Date Formed).

Operating Agreement. The Operating Agreement for the Limited Liability Company was then discussed by the Members. After discussion and upon motion duly made and carried, the Operating Agreement was unanimously ratified and approved by all of the Members and was filed in the Documents Book.

Membership Certificates. The ***[Members] [Managers]*** discussed membership certificates to evidence the issuance of memberships of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** adopted the form of membership certificate found in this minute book and marked "SPECIMEN" as the form of membership certificate to be used in issuing memberships in the Limited Liability Company.

Officers. The appointment of Officers of the Limited Liability Company was then declared to be in order, and the following persons were duly appointed by the ***[Members] [Managers]*** to their respective offices:

| | |
|---------------------------|-------------------|
| President | (President) |
| Vice President | (Vice President) |
| Secretary | (Secretary) |
| Treasurer | (Treasurer) |
| (Other Officer A's Title) | (Other Officer A) |
| (Other Officer B's Title) | (Other Officer B) |
| (Other Officer C's Title) | (Other Officer C) |
| (Other Officer D's Title) | (Other Officer D) |

Acknowledgment of Operating Agreement by *[Managers and]*** Officers.** The Members discussed the advisability of having each ***[Manager and]*** Officer of the Limited Liability Company sign a written acknowledgment regarding the Operating Agreement. Upon motion duly made and carried, the Members resolved that each ***[Member and]*** Officer of the Limited Liability Company must sign a written statement that he or she is aware of and familiar with the Operating Agreement and agrees to and declares himself or herself bound by the terms of the Operating Agreement, and the written statement shall be filed in the Documents Book of the Limited Liability Company. Each ***[Manager and]*** Officer present at this meeting acknowledged familiarity with the Operating Agreement and agreed to sign the statement.

Bank Accounts. The ***[Members] [Managers]*** discussed the necessity of setting up bank accounts in the name of the Limited Liability Company. After discussion and upon motion duly made and carried, it was resolved by the ***[Members] [Managers]*** that the Officers of the Limited Liability Company are authorized and directed to establish limited liability company bank accounts with (Bank Name); that the bank's signed form of resolution, a copy of which has been placed in the Documents Book, is hereby adopted and incorporated into these Minutes by reference; and that the following persons are authorized to sign checks and withdraw funds on the Limited Liability Company's accounts with the signature of (Number of Signatures Required) of them: (Persons Authorized To Sign Checks).

Tax Number. The ***[Members] [Managers]*** discussed the necessity of applying for an employer identification number from the Internal Revenue Service. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the Officers to do so by filing IRS Form SS-4.

Promoters' Acts. The ***[Members] [Managers]*** reviewed the acts of the promoters of the Limited Liability Company as reported by them at this meeting. After discussion and upon motion duly made and carried, the ***[Members] [Managers]*** ratified and approved all reported actions of the promoters in organizing the Limited Liability Company, including but not limited to the engagement of attorneys, accountants and other consultants, and directed that the promoters be reimbursed by the Limited Liability Company for any expenses incurred by them for such efforts.

Registered Agent and Office. The ***[Members] [Managers]*** reviewed the designation of Registered Agent and Registered Office of the Limited Liability Company that was made in the Articles of Organization. After discussion and upon motion duly made and carried, the ***[Members] [Managers]*** ratified and approved the designation of Registered Agent and Registered Office.

Email and Websites. Upon motion duly made and carried, the ***[Members] [Managers]*** resolved that the Officers are authorized and directed to obtain such email addresses, websites, email hosting services, and web hosting services as are necessary or proper for the Limited Liability Company's activities.

STANDARD PARAGRAPH — Use if consideration for membership is Cash

Memberships. The Chairman stated that the Limited Liability Company had received the following written offers to purchase memberships of the Limited Liability Company for the cash price of \$(Subscription Price) per membership:

| | |
|------------|--------------------------|
| (Member A) | (Member A's Memberships) |
| (Member B) | (Member B's Memberships) |
| (Member C) | (Member C's Memberships) |
| (Member D) | (Member D's Memberships) |
| (Member E) | (Member E's Memberships) |
| (Member F) | (Member F's Memberships) |

After discussion and upon motion duly made and carried, the ***[Members] [Managers]*** accepted each of the above subscription offers, authorized and directed the Officers of the Limited Liability Company to issue and deliver membership certificates upon receipt of payment.

ALTERNATE PARAGRAPH — Use if consideration for membership is Business

Transfer of Business for Membership and Notes. The Chairman stated that the owners of a business, which is known as "(Name of Business Transferred)", is located at (Address of Business Transferred) and the nature of which is (Nature of Business Transferred), were offering to transfer and assign certain assets of the business to the Limited Liability Company if the Limited Liability Company issues to the owners of the business memberships and promissory notes as follows:

| | | |
|------------|--------------------------|---------------------|
| (Member A) | (Member A's Memberships) | \$(Member A's Note) |
| (Member B) | (Member B's Memberships) | \$(Member B's Note) |
| (Member C) | (Member C's Memberships) | \$(Member C's Note) |
| (Member D) | (Member D's Memberships) | \$(Member D's Note) |

(Member E) (Member E's Memberships) \$(Member E's Note)
(Member F) (Member F's Memberships) \$(Member F's Note)

Each promissory note is to bear interest at the rate of (Interest on Notes for Membership) per cent per annum, such interest being payable (Interest Payable on Notes for Membership). The principal of each promissory note is to be due in full on (Principal Due on Notes for Membership). The effective date of the transfer of assets is to be (Date Transfer Effective). After discussion and upon motion duly made and carried, it was resolved that the ***[Members] [Managers]*** hereby determine that the value of the assets to be transferred in accordance with the foregoing offer is sufficient consideration for issuance of the membership and notes, accept the foregoing offer on behalf of the Limited Liability Company, authorize and direct the Officers of the Limited Liability Company to issue membership certificates and promissory notes in accordance with the foregoing offer upon receipt of the assets to be transferred to the Limited Liability Company and authorize and direct the Officers to take any other action and execute any other documents necessary or advisable to carry out the foregoing on behalf of the Limited Liability Company.

END OF ALTERNATE PARAGRAPH

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Organizational Meeting, the meeting was adjourned upon motion duly made and carried.

(Chairman of Organizational Meeting),
Chairman

(Secretary of Organizational Meeting),
Secretary

Document Form # 203 — Authentication of Documents Book

**AUTHENTICATION OF DOCUMENTS BOOK
OF
(Name of Limited Liability Company)**

The Members *****[and Managers]***** of the above Limited Liability Company, a limited liability company duly organized and existing under the laws of the State of Florida, hereby adopt and identify this book with the records contained herein as the original Documents Book of this Limited Liability Company and as an integral part of its Minute Book. This Documents Book is specifically incorporated by reference into the Minute Book of the Limited Liability Company.

Date: _____

Signatures of All Members:

(Member A) (Member B)

(Member C) (Member D)

(Member E) (Member F)

*****[Signatures of All Managers:**

(Manager A) (Manager B)

(Manager C) (Manager D)

(Manager E) (Manager F)***

Document Form # 204 — Table of Contents of Documents Book

**TABLE OF CONTENTS OF DOCUMENTS BOOK
OF
(Name of Limited Liability Company)**

Authentication of Operating Agreement
Operating Agreement
Acknowledgment by Officers
List of Current Members ***[, Managers and]*** Officers
Bank Account Resolution and Signature Cards
IRS Employer Identification Number
Membership Register
Members Ledgers
Specimen Form of Membership Certificate

Document Form # 205 — Authentication of Operating Agreement

**AUTHENTICATION OF OPERATING AGREEMENT
OF
(Name of Limited Liability Company)**

The undersigned hereby acknowledge that the attached Operating Agreement of (Name of Limited Liability Company) was adopted, ratified and approved by all of the Members of the above Limited Liability Company on this date.

Date: _____

Signatures of All Members:

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)

Document Form # 206 — Operating Agreement

OPERATING AGREEMENT OF (Name of Limited Liability Company)

THIS OPERATING AGREEMENT is made pursuant to Florida Statutes Chapter 605, Florida Revised Limited Liability Company Act, by the undersigned Members and (Name of Limited Liability Company), a Florida limited liability company (“LLC”), to regulate the affairs of the LLC and the conduct of its business, as follows:

1. **Formation.** The LLC is organized as a limited liability company under Florida Statutes Chapter 605, Florida Revised Limited Liability Company Act, and has caused Articles of Organization to be prepared, executed and filed with the Florida Department of State.
2. **Name.** The name of the LLC is "(Name of Limited Liability Company)". The LLC may do business under that name and under any other name or names that the LLC determines. If the LLC does business under a name other than the name set forth in its Articles of Organization, then the LLC shall register the fictitious name under Florida law.
3. **Purpose.** The LLC is organized to engage in any lawful activity.
4. **Office.** The principal office of the LLC in the State of Florida shall be located at the place set forth in the Articles of Organization, or at any other place within the State of Florida that the LLC determines.
5. **Registered Agent and Registered Office.** The name and address of the LLC's registered agent and registered office in the State of Florida are set forth in the Articles of Organization.
6. **Members.** The names and addresses of the Members and their percentage ownership interests in the LLC are as follows: _____.
7. *****Optional: Manager-Managed.** The LLC shall be manager-managed. The Members hereby select the following persons as the Managers of the LLC, and their addresses are as follows: _____.
8. *****Optional: Officers.** The Managers shall appoint the Officers of the LLC. The names, titles, and addresses of the initial Officers are as follows:
_____.

9. **Contributions.** Each Member shall make an initial contribution of \$ _____ to the LLC. The Member is not required to make any additional contributions to the LLC.

10. **Loans.** At any time and from time to time the Members may, but is not obligated, to make loans to the LLC in any amount and on such terms as the LLC and the Members agree.

11. **Profit, Loss and Distributions.** All profit or loss shall be allocated to the Members. Only the Members shall be entitled to distributions. If the LLC is liquidated, the assets of the LLC shall be distributed to the Members.

12. **Services.** The Members may perform services for the LLC but shall not be required to perform services for the LLC.

13. **No Member Liability.** The Members shall not be liable, responsible, or accountable, in damages or otherwise, to the LLC for any act or omission of the Members with respect to LLC matters.

14. **Indemnification.** The LLC shall fully defend, indemnify and hold the Members, Managers and Officers harmless for any and all acts or omissions of the Members, Managers and Officers with respect to LLC matters.

15. **Statutory Provisions.** Except as modified by this Operating Agreement, the provisions of Florida Statutes Chapter 605 shall govern the LLC.

16. **Amendment.** This Operating Agreement may be amended only by a written agreement signed by all Members.

*****INSERT OTHER PROVISIONS HERE*****

Date: _____

(Name of Limited Liability Company)

By: _____

Title: _____

Signatures of All Members:

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)

Document Form # 207 — Acknowledgment by Managers and Officers

ACKNOWLEDGMENT BY *[MANAGERS AND]*** OFFICERS
OF
(Name of Limited Liability Company)**

We, the ***[Managers and]*** Officers of the above Limited Liability Company, hereby certify and acknowledge that we are aware of and familiar with the Operating Agreement of (Name of Limited Liability Company) and hereby agree to and declare ourselves bound by the terms of the Operating Agreement.

Date: _____

***[Signatures of All Managers:

(Manager A)

(Manager B)

(Manager C)

(Manager D)

(Manager E)

(Manager F)]***

Signatures of All Officers:

(President), President

(Vice President), Vice President

(Secretary), Secretary

(Treasurer), Treasurer

(Other Officer A), (Other Title A)

(Other Officer B), (Other Title B)

(Other Officer C), (Other Title C)

(Other Officer D), (Other Title D)

Document Form # 208 — List of Current Members, Managers and Officers

LIST OF CURRENT MEMBERS *[, MANAGERS AND]**** OFFICERS
OF
(Name of Limited Liability Company)**

MEMBERS:

- (Member A)
- (Member B)
- (Member C)
- (Member D)
- (Member E)
- (Member F)

*****[MANAGERS:**

- (Manager A)
- (Manager B)
- (Manager C)
- (Manager D)
- (Manager E)
- (Manager F)]***

OFFICERS:

- | | |
|---------------------------|-------------------|
| President | (President) |
| Vice President | (Vice President) |
| Secretary | (Secretary) |
| Treasurer | (Treasurer) |
| (Other Officer A's Title) | (Other Officer A) |
| (Other Officer B's Title) | (Other Officer B) |
| (Other Officer C's Title) | (Other Officer C) |
| (Other Officer D's Title) | (Other Officer D) |

Document Form # 209 — Bank Account Resolution and Signature Cards

BANK ACCOUNT RESOLUTION AND SIGNATURE CARDS

Attach copy of bank resolution and signature cards for Limited Liability Company here.

Document Form # 210 — IRS Employer Identification Number

IRS EMPLOYER IDENTIFICATION NUMBER

Attach copy of IRS Employer Identification Number for Limited Liability Company here.

Document Form # 211 — [Reserved]

Document Form # 212 — Membership Register

MEMBERSHIP REGISTER (Name of Limited Liability Company)

| <u>Cert.#</u> | <u>Date</u> | <u>Member</u> | <u>Number of Memberships</u> | <u>Status</u> |
|---------------|-------------|---------------|------------------------------|---------------|
| 1 | | (Member A) | (Member A's Memberships) | |
| 2 | | (Member B) | (Member B's Memberships) | |
| 3 | | (Member C) | (Member C's Memberships) | |
| 4 | | (Member D) | (Member D's Memberships) | |
| 5 | | (Member E) | (Member E's Memberships) | |
| 6 | | (Member F) | (Member F's Memberships) | |

Document Form # 213 — Membership Ledger

MEMBERSHIP LEDGER
(Name of Limited Liability Company)
FOR

Member: (Member A) (prepare one for each member)

Address: (Member A's Address)

Cert.# Date Issued Date Cancelled From/To Number of Memberships Owned

1

(Member A) (Member A's Memberships)

Document Form # 214 — Specimen Form of Membership Certificate

SPECIMEN

MEMBERSHIP CERTIFICATE

(Name of Limited Liability Company)

Formed Under the Laws of

THE STATE OF FLORIDA

Certificate Number: SPECIMEN

Number of Memberships: SPECIMEN

Member: SPECIMEN

THIS CERTIFIES that the Member named above is the registered holder of the above-specified Number of Memberships of the above-named Limited Liability Company.

IN WITNESS WHEREOF, the Limited Liability Company has caused this certificate to be signed by its duly authorized officers on this ____ day of _____, 20____.

(President)
as President

(Secretary)
as Secretary

Document Form # 215 — Letter to Client After Formation

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Operation of (Name of Limited Liability Company)

Dear (Correspondent Name):

The purpose of this letter is to set forth several important matters regarding operation of the limited liability company. We have probably already discussed them before, but they are important enough to put into writing. If you want to discuss any of these items further, please let me know.

Annual Meetings. Meetings of Members ***[and Managers]*** should be held at least annually.

Annual Reports. Florida law requires that limited liability companies file Annual Reports with the Secretary of State in order to provide current information as to the name and address of at least one person who has the authority to manage the company. The Report is due between January 1 and May 1 of each year and must be accompanied by a fee. If the Annual Report is not filed, the State will administratively dissolve the limited liability company. Although the limited liability company may be reinstated, such dissolution could have adverse consequences in the meantime. Therefore, it is most important that you timely file this Annual Report every year even if the State fails to send you a reminder.

Special Meetings; Quarterly Limited Liability Company Action Reports. The Members own the limited liability company. The ***[Members] [Managers]*** have the legal duty to manage the business and affairs of the limited liability company. Therefore, most of the business of the limited liability company will be conducted by the ***[Members] [Managers]***. It is important to keep accurate and complete Minutes of the meetings. It might not be convenient to meet with your attorney to prepare minutes whenever action is taken, but it is usually better for an attorney to prepare the Minutes to be sure that they are as complete and thorough as possible.

Therefore, we use a process of Quarterly Limited Liability Company Action Reports to keep us informed as to limited liability company activities that may need minutes. We can prepare Special Meeting Minutes and other required documents from these reports, often without a conference with you. (We may need additional information by telephone). This provides an

efficient method to keep the Minute Book current in case the limited liability company is audited by the Internal Revenue Service or others.

Attached to this letter is the initial Quarterly Limited Liability Company Action Report. Please note on the form the date and action taken whenever the limited liability company does something listed on the Report or something that perhaps should be in the Minutes. We will send you another blank Report form at the beginning of the next quarter, which will be your reminder to finish the enclosed Report and send it to us. We will prepare any Minutes or other documents required and send them to you for signing.

Signing for Limited Liability Company. The ***[Members] [Managers] [Officers]*** of the limited liability company are agents of the limited liability company and are the proper persons to sign contracts, checks, letters and other documents on behalf of the limited liability company. Whenever an ***[Member] [Manager] [Officer]*** signs for the limited liability company, the he or she should be sure that the document states (a) the name of the limited liability company, (b) his or her title and (c) that he or she is signing on behalf of the limited liability company and not individually. Otherwise, the ***[Member] [Manager] [Officer]*** might be personally liable.

Accounting and Tax Returns. This law office has prepared legal documents to form the limited liability company but not for the accounting books or tax returns of the limited liability company. You should have your accountant set up your accounting books and prepare your tax returns.

Reimbursement of Expenses. From time to time you may find it necessary to purchase items on behalf of the limited liability company and to seek reimbursement from the limited liability company. Such items might include supplies and other ordinary and necessary expenses of the limited liability company's business. You should always provide documentation to support the limited liability company's reimbursement to you of those expenses. In order to do this as simply as possible, you may find the attached form "Request for Reimbursement from Limited Liability Company" helpful. The completed forms should be kept with the limited liability company's usual records of paid invoices.

We hope this letter will assist you in operating the limited liability company. If you have any other questions, please do not hesitate to ask.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)

Enclosure

Document Form # 216 — Letter to Client Re Transfer of Business

[Law firm letterhead]

Date: _____

(Correspondent Name)

(Correspondent Address)

RE: Transfer of Business to (Name of Limited Liability Company)

Dear (Correspondent Name):

The Minutes of the Organizational Meeting of the limited liability company state that the consideration for issuance of membership to the Members is the transfer of their business to the limited liability company. We have prepared the Bill of Sale to transfer title of certain assets to the limited liability company. This is only one of the formalities that must be undertaken. Possibly even more important is that you contact everyone with whom you have done business prior to formation and inform them of the formation of the limited liability company and that they should change their records and accounts to that name. The following is a list of some of the persons you should contact:

- Banks, savings and loan associations and other financial institutions in which accounts are maintained.
- Telephone company, power company, water company and other utilities.
- Insurance companies for all types of insurance.
- Suppliers.
- Clients and customers.
- Landlords.
- Service contract companies.
- Telephone directory listing.
- Signs, advertising, letterhead, business cards, billing statements, business forms, purchase orders, contracts, invoices.
- Magazine subscriptions.
- Professional licensing organizations and regulatory agencies.
- City and county business licenses.
- State and County tax collector.
- Unemployment compensation office.
- Sales tax office.
- Post Office.
- Email and web hosting providers.

There may be others not listed whom you should contact. Please let us know if you have any questions or need assistance with this.

Very truly yours,

(Attorney)

cc: (Persons to Receive Copies)

Document Form # 217 — Bill for Formation

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR LEGAL ADVICE AND PREPARATION OF DOCUMENTS IN FORMATION OF LLC:

Meet with clients and discuss formation of limited liability company, including advantages and disadvantages of limited liability companies; Obtain information necessary to prepare Articles of Organization.

***Insert Option 1 here:**

***Insert Option 2 here:**

Prepare Articles of Organization, cover letter to Secretary of State, application for IRS employer identification number and order for limited liability company book and membership certificates. Have client sign Articles of Organization and application for employer number. Send Articles to Secretary of State for filing. Send copy of filed Articles to client with letter to open bank account; send application for tax number to IRS and order for limited liability company kit to supplier. Hold Organizational Meeting and obtain all information necessary to prepare documents. Prepare detailed Organizational Meeting Minutes, Operating Agreement, Membership Register and Membership Ledger, and Membership Certificates; Set up Minute Book and Documents Book.

***Insert Options 3 - 14 here:**

Meet with clients and review and sign all documents in Minutes and Documents Books; Discuss operation of Limited Liability Company and review letter to client regarding Annual Meetings, Annual Reports, Special Meetings, Quarterly Activity Reports and signing contracts in the limited liability company name. Make copy of Minutes and Documents Book for client.

Fee for Legal Services: \$ _____
Costs Advanced:
Secretary of State filing fee: \$ _____
Limited Liability Company book: \$ _____
Copies: \$ _____

Postage: \$ _____
Total Costs: \$ _____
Total Due: \$ _____

Optional Clauses

***Option 1**

Prepare Application to Reserve Name and file with Secretary of State.

***Option 2**

[Reserved]

***Option 3**

Prepare Assignment and Bill of Sale to Limited Liability Company to transfer business to Limited Liability Company in consideration of membership; Prepare Unsecured Promissory Note from Limited Liability Company for transfer of business; Prepare letter to client re persons to contact re transfer of business to Limited Liability Company.

***Option 4**

[Reserved]

***Option 5**

Prepare Promissory Note from Limited Liability Company to document loan to Limited Liability Company.

***Option 6**

[Reserved]

***Option 7**

Prepare Notice of Fictitious Name and send to newspaper for publication; Prepare Application for Registration of Fictitious Name, have Limited Liability Company sign it, and file with Florida Division of Corporations.

***Option 8**

Prepare Lease Agreement for Realty with detailed provisions for description of property, term, rent, insurance, etc.

***Option 9**

Prepare Assignment of Lease of Realty to assign lease to Limited Liability Company.

***Option 10**

Prepare Lease Agreement for Personalty with detailed provisions for description of property, term, rent, insurance, etc.

***Option 11**

Prepare Lease Agreement for Motor Vehicles with detailed provisions for description of property, term, rent, insurance, etc.

***Option 12**

Prepare Employment Agreement with provisions for duties, compensation, expenses and other matters.

Document Form # 218 — Request for Reimbursement from Limited Liability Company

REQUEST FOR REIMBURSEMENT FROM LIMITED LIABILITY COMPANY

Date: _____

Person Requesting Reimbursement: _____

Reimbursement For: _____
(Chart of Accounts Category)

Total Reimbursement Requested: \$ _____

Items Expended:
(Attach sales slips)

| <u>Date</u> | <u>To Whom Paid</u> | <u>For</u> | <u>Amount</u> |
|-------------|---------------------|------------|---------------|
|-------------|---------------------|------------|---------------|

2. Optional Documents

Document Form # 250 — Assignment and Bill of Sale to Limited Liability Company

ASSIGNMENT AND BILL OF SALE TO LIMITED LIABILITY COMPANY (Name of Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the issuance of membership to the undersigned by the above-named Limited Liability Company and for other valuable consideration, the undersigned hereby sell, assign, transfer, convey and deliver to the above-named Limited Liability Company and its successors and assigns forever all of their right, title and interest in and to the property listed on Schedule "A" attached hereto which relate to the following-described business owned by the undersigned as of the following date:

Name of Business: (Name of Business Transferred)
Address of Business: (Address of Business Transferred)
Nature of Business: (Nature of Business Transferred)
Date Transfer Effective: (Date Transfer Effective)

TO HAVE AND TO HOLD the same unto the Limited Liability Company and its successors and assigns forever; and the undersigned hereby agree to execute such other documents as may be necessary to more fully vest title to such property in the name of the Limited Liability Company

IN WITNESS WHEREOF, the undersigned have executed this instrument.

Date: _____

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)

**SCHEDULE "A" TO
ASSIGNMENT AND BILL OF SALE TO LIMITED LIABILITY COMPANY**

(List of assets transferred to Limited Liability Company)

Document Form # 251 — Unsecured Promissory Note from Limited Liability Company

UNSECURED PROMISSORY NOTE FROM LIMITED LIABILITY COMPANY

Date of Note: _____
Place Issued: (Registered Office)
Principal: (Member A's Note) (prepare one note for each member)
Maturity Date: (Principal Due on Notes for Membership)
Interest Rate: (Interest on Notes for Membership) per cent per annum
Interest Payable: (Interest Payable on Notes for Membership)
Payee: (Member A)

FOR VALUE RECEIVED, the undersigned limited liability company hereby promises to pay to the order of the above-named Payee the Principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Interest shall be payable as shown above. Principal shall be due and payable in full on the maturity date shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Name of Limited Liability Company), a Florida limited liability company

By: _____
Title: _____

Document Form # 252 — [Reserved]

Document Form # 253 — Promissory Note From Limited Liability Company

PROMISSORY NOTE FROM LIMITED LIABILITY COMPANY

Date of Note: _____
Place Issued: (Registered Office)
Principal: (Lender A's Principal)
Maturity Date: (Principal Due on Loans)
Interest Rate: (Interest on Loans) per cent per annum
Interest Payable: (Interest Payable on Loans)
Payee: (Lender A)

FOR VALUE RECEIVED, the undersigned limited liability company hereby promises to pay to the order of the above-named Payee the Principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Principal and interest shall be payable as shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Name of Limited Liability Company), a Florida limited liability company

By: _____
Title: _____

Document Form # 254 — [Reserved]

Document Form # 255 — [Reserved]

Document Form # 256 — Notice of Fictitious Name

NOTICE OF INTENTION TO ENGAGE IN BUSINESS UNDER A FICTITIOUS NAME

NOTICE IS HEREBY GIVEN that (Name of Limited Liability Company), a Florida limited liability company, whose Florida Document Number is _____, whose federal employer identification number is _____, and whose address is (Address of Fictitious Name), intends to engage in business under the fictitious name of "(Fictitious Name)" with a mailing address of (Address of Fictitious Name), and intends to register that name with the Florida Department of State Division of Corporations pursuant to Section 865.09, Florida Statutes.

**Document Form # 257 — Letter to Newspaper to Publish Fictitious Name
Notice**

[Law firm letterhead]

Date: _____

(Newspaper for Fictitious Name)

(Address of Newspaper for Fictitious Name)

RE: Fictitious Name Publication for "(Fictitious Name)"

To Whom It May Concern:

Enclosed is a Notice of Intention to Engage in Business Under Fictitious Name which we would appreciate your publishing in your newspaper one time.

Please send your proof of publication and statement to this office.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 258 — Application for Registration of Fictitious Name

This form can be downloaded from the Florida Division of Corporations website here: <https://dos.myflorida.com/sunbiz/forms/fictitious-name/>

**Document Form # 259 — Letter to Florida Division of Corporations to File
Application for Registration of Fictitious Name**

[Law firm letterhead]

Date: _____

Fictitious Name Registration
PO Box 6327
Tallahassee, FL 32314-1300

RE: Fictitious Name Registration "(Fictitious Name)"

To Whom It May Concern:

Enclosed is the Application for Registration of Fictitious Name "(Fictitious Name)".

Also enclosed is the filing fee.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 260 — Lease Agreement for Realty

LEASE AGREEMENT FOR REALTY

LEASE AGREEMENT made as of the ____ day of _____, 20____, between (Lessor of Realty), of (Address of Realty Lessor), hereinafter called "Lessor", and (Name of Limited Liability Company), a Florida limited liability company, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor and Lessee hereby agree as follows:

1. **Lease.** Lessor leases to Lessee, and Lessee leases from Lessor, the real property, building and other improvements, all of which are hereinafter called the "premises", located at (Address of Leased Realty), (County of Leased Realty) County, Florida, and as more particularly described on Schedule "A" attached hereto and incorporated herein by reference.
2. **Term.** The term of this lease is (Term of Realty Leased), beginning (Date Realty Lease Starts) and continuing thereafter from month to month in accordance with Paragraph 23 hereof.
3. **Rent.** The monthly rent under this lease is (Monthly Rent for Realty) Dollars, plus sales tax. Lessee agrees to pay Lessor such amount beginning on (Date First Rent for Realty Due) and payable on the first day of each month thereafter during the term of the lease.
4. **Use of Premises, Generally.** The premises are leased to be used as (Authorized Use for Leased Realty). Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent of Lessor or of Lessor's authorized agent.
5. **Fire Insurance.** Lessee shall provide and pay for fire and extended coverage insurance covering the premises.
6. **No Waste, Nuisance, or Unlawful Use.** Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
7. **Payment of Utilities.** Lessee shall pay for all utilities furnished the premises for the term of this lease, including but not limited to electricity, gas, water and telephone service.
8. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the premises, including without limitation roof, windows, doors, adjacent sidewalks, exterior walls, interior walls and landscaping in good repair.

9. **Delivery, Acceptance and Surrender of Premises.** Lessee agrees to accept the premises upon taking possession as being in a state of good repair and in sanitary condition and shall surrender the premises to Lessor at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession, allowing for reasonable use and wear.

10. **Partial Destruction of Premises.** Partial destruction of the leased premises shall not render this lease void or voidable or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, Lessee shall repair them if such repairs can be made in conformity with local, state and federal laws and regulations within thirty (30) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the premises. If the repairs cannot be so made within the time permitted, Lessee has the option to make them within a reasonable time and continue this lease in effect with proportionate rent rebate to Lessee as provided for herein. If the repairs cannot be so made within thirty (30) days, and if Lessee does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one-third destroyed, Lessee may at its option terminate the lease whether the premises are damaged or not.

11. **Lessor's Entry for Inspection and Maintenance.** Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Lessee's rent for the premises during such period and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises or loss of occupation thereof.

12. **Lessee to Carry Liability Insurance.** Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in an amount agreed upon by Lessor and Lessee. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

13. **Lessee's Assignment.** Lessee agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof without first obtaining Lessor's consent. Lessor expressly covenants that such consent shall not be unreasonably or

arbitrarily refused. One consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

14. **Breach of Lease.** Each of the following shall constitute a breach of this lease: (a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its limited liability company existence in good standing.

15. **Lessor's Remedies on Lessee's Breach.** If Lessee breaches this lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

A. **Re-entry.** Lessor may re-enter the premises immediately and remove all of Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of its choosing at Lessee's expense or to Lessee's account.

B. **Termination.** After re-entry, Lessor may terminate the lease by giving fifteen (15) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

C. **Reletting Premises.** After re-entering, Lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as it may choose.

16. **Taxes and Assessments.** Lessee shall pay all state, city and county taxes that may be assessed on the premises and improvements during the entire term hereby created. Lessee also agrees to pay all assessments that may arise out of the improvements on the premises or of the streets or sidewalks surrounding it.

17. **Net Lease.** This lease is a net lease, and the net rents, additional rents, and all other sums payable under this lease to Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, reduction or defense.

18. **Attorneys Fees.** If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys fees for the services of Lessor's attorneys in the action, such fees to be fixed by the court.

19. **Effect of Lessor's Waiver.** Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of a subsequent breach of the one waived.

20. **Lease Applicable to Successors.** This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, and legal representatives of the parties.

21. **Time of Essence.** Time is of the essence of this lease.

22. **Effect of Eminent Domain Proceedings.** Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for purposes of the business for which the premises are leased will not terminate this lease unless Lessor, at its option, terminates it by giving written notice of termination to Lessee. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the lease shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced. All compensation awarded in any eminent domain proceedings as a result of such condemnation shall be Lessor's.

23. **Automatic Renewal.** This lease shall automatically renew from month to month after the initial term unless either party gives written notice to the other party at least thirty (30) days before the expiration of any monthly term of its intention that the lease not renew.

24. **Amendment.** This lease may be amended by mutual agreement of the parties. It is anticipated that the rent hereunder shall be adjusted at the end of the initial term and subsequent monthly renewal terms by amendments to this lease.

25. **Statutory Notice.** To the extent there are any buildings or improvements situate thereon, Florida Statutes require the following statement: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Realty)
By: _____
Title: _____

Witness as to Lessor

Lessee: (Name of Limited Liability Company)
By: _____
Title: _____

Witness as to Lessee

Witness as to Lessee

SCHEDULE "A" TO LEASE AGREEMENT FOR REALTY

Legal Description of Realty Leased:

Document Form # 261 — Assignment of Lease

ASSIGNMENT OF LEASE

AGREEMENT made as of the ____ day of _____, 20____, between (Lessee of Realty Presently Leased), hereinafter called "Lessee", and (Name of Limited Liability Company), a Florida limited liability company, hereinafter called "Assignee".

WHEREAS, Lessee entered into a lease with (Lessor of Realty Presently Leased), hereinafter called "Lessor", dated (Date of Present Realty Lease) for certain premises located at (Address of Realty Presently Leased), hereinafter called the "Lease"; and

WHEREAS, Lessee and Assignee desire that the Lease be assigned to Assignee with the consent of the Lessor;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged by Lessee, Lessee hereby assigns, transfers and delivers to Assignee all of Lessee's right, title and interest in and to the Lease described above. The Assignee hereby accepts the assignment, assumes the Lessee's obligations under the Lease, and agrees that the Lease is binding on Assignee as if Assignee had signed the Lease as the lessee. Any security or other deposits paid by Lessee shall inure to the benefit of Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

Witness as to Assignee

Assignee: (Name of Limited Liability Company)
By: _____
Title: _____

Witness as to Assignee

Witness as to Lessee

Lessee: (Lessee of Realty Presently Leased)
By: _____
Title: _____

Witness as to Lessee

CONSENT OF LESSOR

The Lessor hereby consents to the foregoing Assignment of Lease.

***OPTIONAL PARAGRAPH -- use only if present Lessee is to be released*:**

The Lessor agrees that the Lessee is fully released from all obligations under the Lease and that the Assignee is now solely liable under the Lease.

Date: _____

Lessor: (Lessor of Realty Presently Leased)

By: _____

Witness as to Lessor

Title: _____

Witness as to Lessor

Document Form # 262 — Lease Agreement for Personalty

LEASE AGREEMENT FOR PERSONALTY

LEASE AGREEMENT made as of the _____ day of _____, 20____, between (Lessor of Personalty), hereinafter called "Lessor", and (Name of Limited Liability Company), a Florida limited liability company, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor hereby leases to Lessee and Lessee hires from Lessor the personal property described on the attached Schedule "A", herein referred to as the "personalty", on the following terms and conditions:

1. **Rental.** Lessee shall pay Lessor rent for the personalty in the amount per month set forth on Schedule "A", in advance on the first day of each month during the term hereof. Lessor may direct Lessee to make payment directly to someone other than Lessor.
2. **Use of Personalty.** Lessee agrees that it will not use or permit the use of the personalty in a negligent or improper manner or in violation of any law or so as to void any insurance covering the same, or permit the personalty to become subject to any lien, charge, or encumbrance, unless approved by Lessor.
3. **Maintenance and Repairs.** Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the personalty during the lease term hereof are at Lessee's expense. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.
4. **Insurance.** Lessee shall obtain and pay for fire, extended coverage and liability insurance on the personalty satisfactory to Lessor and insuring Lessor's interest as well as Lessee's. In the event Lessee shall fail to provide or pay for such insurance, Lessor at its option may pay for such insurance and add the amount paid to the next monthly rental payment due from Lessee. Lessee shall promptly notify Lessor of any accident, loss or incident that may result in an insurance claim.
5. **Taxes and Charges.** Lessee agrees to pay all taxes, licenses, charges and fees which may be imposed with respect to the personalty as the result of Lessee's use or intended use of the personalty.
6. **Risk of Loss and Damage.** Lessee shall bear all risks of damage or loss of the personalty or any portions thereof not covered by insurance. All replacements, repairs, or substitution of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the personalty owned by the Lessor. Lessee shall at all times and at its expense keep the personalty in good working order, condition, and repair, reasonable wear and tear

excepted. The rent on the personalty shall not be prorated or abated while it is being serviced or repaired.

7. **Indemnity of Lessor.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action and expenses, including legal expenses, arising from the use, maintenance or operation of the personalty.

8. **Termination of Lease.** This lease will terminate upon thirty days' notice by either party to the other party.

9. **Termination by Default.** Time is of the essence of this agreement. Lessor may, at its option, by written notice to Lessee declare this lease in default on the happening of any of the following: a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or other governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its limited liability company existence in good standing. Upon declaration by Lessor that the lease is in default, the personalty shall be surrendered and delivered to Lessor, and Lessor may take possession of the personalty wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. Upon default, Lessee and Lessee's successors in interest, whether by operation of law or otherwise, shall have no right, title or interest in the personalty, or the possession or use thereof, and Lessor shall retain all rents and other sums paid by Lessee hereunder. Lessee shall pay reasonable attorneys fees incurred by Lessor.

10. **Return of Personalty.** Upon expiration of the lease term, or earlier termination of the lease as herein provided, Lessee shall return to Lessor the personalty in the same condition as when received, less reasonable wear and tear.

11. **Assignment.** Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and other amounts payable by Lessee to Lessor, or to become payable hereunder. If Lessor so assigns the sums agreed to be paid by Lessee hereunder, the rights of assignee to receive the same shall be free from all defenses, setoffs, and counterclaims of every kind that Lessee may be entitled to assert against Lessor, but Lessee may separately assert such claims against Lessor. Notwithstanding such assignment, assignee shall not assume any of the obligations of Lessor. This lease and the rights and interests of Lessee hereunder are subordinate to any security agreement executed by Lessor covering the personalty.

12. **Waiver.** Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease, shall not be construed as a waiver of any subsequent breach.

13. **Limitation of Warranties.** There are no warranties, expressed or implied, by Lessor to Lessee, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any of the personalty itself or by the repair, maintenance, or parts thereof, or by any failure thereof, or by interruption of service or use of any of the personalty.

14. **Construction of Instrument.** This agreement is one of leasing only and Lessee does not acquire hereby any right, title or ownership interest in the personalty leased hereunder other than the right of possession of a lessee.

15. **Choice of Law.** This lease shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Personalty)
By: _____
Title: _____

Witness as to Lessor

Witness as to Lessee

Lessee: (Name of Limited Liability Company)
By: _____
Title: _____

Witness as to Lessee

SCHEDULE "A" TO LEASE AGREEMENT FOR PERSONALTY

Description of Each Item of Personalty _____ Monthly Rent

Document Form # 263 — Lease Agreement for Motor Vehicles

LEASE AGREEMENT FOR MOTOR VEHICLES

LEASE AGREEMENT made as of the _____ day of _____, 20____, between (Lessor of Motor Vehicles), hereinafter called "Lessor", and (Name of Limited Liability Company), a Florida limited liability company, hereinafter called "Lessee".

In consideration of their mutual promises made herein, Lessor hereby leases to Lessee and Lessee hires from Lessor the motor vehicles described on the attached Schedule "A", herein referred to as the "vehicles", on the following terms and conditions:

- Rental.** Lessee shall pay as rent for the vehicles the amounts per month set forth on Schedule "A", in advance on the first day of each month during the term hereof. Lessor may direct Lessee to make payment directly to someone other than Lessor.
- Use of Vehicles.** Lessee agrees that it will not use or permit the use of the vehicles leased hereunder in a negligent or improper manner or in violation of any law, or so as to void any insurance covering the same, or permit the vehicle to become subject to any lien, charge, or encumbrance, unless approved by Lessor.
- Licensing and Registration.** The vehicles subject to this lease shall have license plates and titles registered in the name of Lessor, unless otherwise required by law. The annual registration or license fees shall be paid by Lessee. Unless otherwise specified, Lessor shall, where required, register the vehicles in conformance with the laws of the State of Florida. Local registration or registration in other states shall also be at the expense of Lessee.
- Maintenance and Repairs.** Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicles during the lease term hereof including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for their proper use and operation are at Lessee's expense. Lessee agrees that the oil in the crankcase shall at all times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicles. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.
- Insurance.** Lessee shall obtain and pay for vehicle and liability insurance on the vehicles satisfactory to Lessor and insuring Lessor's interest as well as Lessee's. In the event Lessee shall fail to provide or pay for such insurance, Lessor at its option may pay for such insurance and add the amount paid to the next monthly rental payment due from Lessee. Lessee shall promptly notify Lessor of any accident, loss or incident that may result in an insurance claim.

6. **Taxes and Charges.** Lessee agrees to pay all storage charges, parking charges and fines. Lessee shall pay any fees including vehicle registration and inspection fees and taxes which may be imposed with respect to said vehicles as the result of Lessee's use or intended use of the vehicles.

7. **Risk of Loss and Damage.** Lessee shall bear all risks of damage or loss of the vehicles or any portion thereof not covered by insurance. All replacements, repairs, or substitution of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the vehicles owned by the Lessor. Lessee shall at all times and at its expense keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted. The rent on the vehicles shall not be prorated or abated while they are being serviced or repaired.

8. **Indemnification of Lessor.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including legal expenses, arising from the ownership, use, maintenance or operation of the vehicles.

9. **Termination of Lease.** This lease will terminate upon thirty days' notice by either party to the other party.

10. **Termination by Default.** Time is of the essence of this agreement. Lessor may, at its option, by written notice to Lessee declare this lease in default on the happening of any of the following: a) any failure to pay when due any rent or other payment due under this lease; (b) any failure to perform or observe any term or agreement herein; (c) any of Lessee's property is seized or levied upon under any legal or other governmental process against Lessee or against Lessee's property; (d) Lessee becomes insolvent or is the subject of an insolvency proceeding or has any property placed in the control of a custodian; or (e) Lessee fails to maintain its limited liability company existence in good standing. Upon declaration by Lessor that the lease is in default, the vehicles shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles wherever they may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. Upon default, Lessee and Lessee's successors in interest, whether by operation of law or otherwise, shall have no right, title or interest in the vehicles, or the possession or use thereof, and Lessor shall retain all rents and other sums paid by Lessee hereunder. Lessee shall pay reasonable attorneys fees incurred by Lessor.

11. **Return of Vehicles.** Upon expiration of the lease term, or earlier termination of the lease as herein provided, Lessee shall return to Lessor the vehicles in the same condition as when received, less reasonable wear and tear and free from collision or upset damage.

12. **Assignment.** Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and other amounts payable by Lessee to Lessor, or to become payable hereunder. If Lessor so assigns the sums agreed to be paid by Lessee hereunder, the rights of assignee to receive the same shall be free from all defenses, setoffs, and counterclaims

of every kind that Lessee may be entitled to assert against Lessor, but Lessee may separately assert such claims against Lessor. Notwithstanding such assignment, assignee shall not assume any of the obligations of Lessor. This lease and the rights and interests of Lessee hereunder are subordinate to any security agreement executed by Lessor covering the vehicles.

13. **Waiver.** Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease, shall not be construed as a waiver of any subsequent breach.

14. **Limitation of Warranties.** There are no warranties, expressed or implied, by Lessor to Lessee, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any vehicle or by the repair, maintenance, or parts thereof, or by any failure thereof, or by interruption of service or use of any vehicles leased hereunder.

15. **Construction of Instrument.** This agreement is one of leasing only and Lessee does not acquire hereby any right, title or ownership interest to the vehicles leased hereunder other than the right of possession of a lessee.

16. **Choice of Law.** This lease shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement as of the day and year first above written.

Witness as to Lessor

Lessor: (Lessor of Motor Vehicles)
By: _____
Title: _____

Witness as to Lessor

Witness as to Lessee

Lessee: (Name of Limited Liability Company)
By: _____
Title: _____

Witness as to Lessee

SCHEDULE "A"
TO
LEASE AGREEMENT FOR MOTOR VEHICLES

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Vehicle ID</u> | <u>Number</u> | <u>Monthly Rent</u> |
|-------------|-------------|--------------|-------------------|---------------|---------------------|
|-------------|-------------|--------------|-------------------|---------------|---------------------|

Document Form # 264 — [Reserved]

Document Form # 265 — Employment Agreement

EMPLOYMENT AGREEMENT

AGREEMENT made as of the _____ day of _____, 20____, between (Name of Limited Liability Company), a Florida limited liability company, hereinafter called the "Limited Liability Company", and (Employee A), hereinafter called the "Employee".

In consideration of their mutual promises made herein, the parties hereby agree as follows:

- 1. Employment.** The Limited Liability Company hereby employs the Employee to work as a (Employee A's Job) and to work in such other capacity as the Limited Liability Company may direct from time to time and as is consistent with the Employee's position. The Employee shall at all times use the Employee's best efforts and shall promote the interests of the Limited Liability Company.
- 2. Term.** The initial term of this Agreement shall be (Employee A's Term) commencing on (Employee A's Start Date). This Agreement shall automatically renew upon the same terms and conditions unless either party gives written notice to the other party at least thirty (30) days before the end of the term stating that this Agreement shall not automatically renew. Either party may cancel this Agreement at any time upon thirty (30) days written notice to the other party.
- 3. Compensation.** As compensation for the Employee's services, the Limited Liability Company shall pay the Employee a base salary of (Employee A's Base Salary) per (Employee A's Salary Period). In addition, the Limited Liability Company may pay the Employee bonuses from time to time in the discretion of the Limited Liability Company. Also, the Limited Liability Company may pay advances to the Employee from time to time to either be repaid by the Employee or charged to the Employee's compensation.
- 4. Expenses.** The Employee is expected to incur reasonable expenses for promoting and carrying on the business of the Limited Liability Company, including but not limited to entertainment, travel, professional education and similar expenses. The Limited Liability Company will reimburse the Employee for such expenses that are paid directly by the Employee.
- 5. Duty To Refund.** Any payments made to the Employee (such as salary, bonus, interest, rent, travel, entertainment or similar expense) which are disallowed in whole or in part as deductible expenses of the Limited Liability Company by the Internal Revenue Service shall be reimbursed by the Employee to the Limited Liability Company to the full extent of such disallowance. If the Employee fails to reimburse within a reasonable time after requested to do so by the Limited Liability Company, then the Limited Liability Company may withhold the amounts disallowed from future compensation to the Employee.

6. **Law.** This Agreement has been made in the State of Florida and shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Limited Liability Company:
(Name of Limited Liability Company),
a Florida limited liability company

By: _____

Title: _____

Witnesses

Employee:

(Employee A)

Witnesses

PART III MAINTENANCE — ANNUAL MEETING

Document Form # 300 — Letter to Client Re Annual Meeting

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Annual Meeting of (Name of Limited Liability Company)

Dear (Correspondent Name):

As (Attorney) has discussed with you, the Members ***[and Managers]*** of the limited liability company should meet at least annually.

This letter is a reminder that it is time to hold the Annual Meeting. Please call us to arrange a time for this. We look forward to hearing from you.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 301 — Minutes of Annual Meeting of Members

**CALL AND WAIVER OF NOTICE OF ANNUAL MEETING
OF MEMBERS OF**

(Name of Limited Liability Company)

(Date of Annual Meeting of Members)

We the undersigned, being all of the Members of the above Limited Liability Company, hereby consent and agree that the Annual Meeting of the Members of the Limited Liability Company shall be held at the following place, date and time for the purpose of selecting Managers and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Annual Meeting of Members)
Meeting Time: (Time of Annual Meeting of Members)
Meeting Place: (Place of Annual Meeting of Members)

(Member A) (Member B)

(Member C) (Member D)

(Member E) (Member F)

MINUTES OF ANNUAL MEETING OF MEMBERS OF
(Name of Limited Liability Company)
(Date of Annual Meeting of Members)
(Time of Annual Meeting of Members)
(Place of Annual Meeting of Members)

The Annual Meeting of the Members of the above Limited Liability Company was held on the above date at the above time and place. The following persons were present at the meeting:

Members: (Members at Annual Meeting)

Attorneys: (Attorneys at Annual Meeting of Members)

Others present by invitation: (Others at Annual Meeting of Members)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Members was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Annual Meeting of Members) was Chairman of the meeting, and (Secretary of Annual Meeting of Members) was Secretary of the meeting.

President's Report. The President reported on the business operations and performance of the Limited Liability Company for the past year. The President also discussed the Limited Liability Company's financial statements. Upon motion duly made and carried, the financial report was accepted.

Selection of Managers. The Chairman asked for nominations for the selection of Managers of the Limited Liability Company. The following persons were duly nominated and unanimously selected to be all of the Managers of the Limited Liability Company: (Manager A), (Manager B), (Manager C), (Manager D), (Manager E), and (Manager F).

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Members, the meeting was adjourned upon motion duly made and carried.

(Chairman of Annual Meeting of Members), (Secretary of Annual Meeting of Members),
Chairman Secretary

RATIFICATION OF ANNUAL MEETING OF MEMBERS OF
(Name of Limited Liability Company)
(Date of Annual Meeting of Members)

We the undersigned, being all of the Members of the above Limited Liability Company, hereby ratify, approve and confirm all that has occurred at the Annual Meeting of the Members of the Limited Liability Company which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Annual Meeting of Members).

| | |
|------------|------------|
| (Member A) | (Member B) |
| (Member C) | (Member D) |
| (Member E) | (Member F) |

Document Form # 302 — Minutes of Annual Meeting of Managers

**CALL AND WAIVER OF NOTICE OF ANNUAL MEETING
OF MANAGERS OF**

(Name of Limited Liability Company)

(Date of Annual Meeting of Managers)

We the undersigned, being all of the Managers of the above Limited Liability Company, hereby call the Annual Meeting of the Managers of the Limited Liability Company to be held at the following place, date and time for the purpose of appointing Officers and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Annual Meeting of Managers)
Meeting Time: (Time of Annual Meeting of Managers)
Meeting Place: (Place of Annual Meeting of Managers)

(Manager A) (Manager B)

(Manager C) (Manager D)

(Manager E) (Manager F)

MINUTES OF ANNUAL MEETING OF MANAGERS OF
(Name of Limited Liability Company)
(Date of Annual Meeting of Managers)
(Time of Annual Meeting of Managers)
(Place of Annual Meeting of Managers)

The Annual Meeting of the Managers of the above Limited Liability Company was held on the above date at the above time and place. The following persons were present at the meeting:

Managers: (Managers at Annual Meeting)
Attorneys: (Attorneys at Annual Meeting of Managers)
Others present by invitation: (Others at Annual Meeting of Managers)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Managers was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Annual Meeting of Managers) was Chairman of the meeting, and (Secretary of Annual Meeting of Managers) was Secretary of the meeting.

President's Report. The President reported on the business operations and performance of the Limited Liability Company for the past year. The President also discussed the Limited Liability Company's financial statements. Upon motion duly made and carried, the Managers accepted the financial report and ratified all of the acts of the Officers and Managers that were reported at this meeting.

Appointment of Officers. The Chairman asked for nominations for the appointment of Officers of the Limited Liability Company. The following persons were duly nominated and unanimously appointed to the following offices of the Limited Liability Company:

| | |
|---------------------------|-------------------|
| President | (President) |
| Vice President | (Vice President) |
| Secretary | (Secretary) |
| Treasurer | (Treasurer) |
| (Other Officer A's Title) | (Other Officer A) |
| (Other Officer B's Title) | (Other Officer B) |
| (Other Officer C's Title) | (Other Officer C) |
| (Other Officer D's Title) | (Other Officer D) |

Annual Report. The President stated that the Annual Report to the Florida Department of State would be filed on behalf of the Limited Liability Company and that a copy would be placed in the Documents Book.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Managers, the meeting was adjourned upon motion duly made and carried.

(Chairman of Annual Meeting of Managers), (Secretary of Annual Meeting of Managers),
Chairman Secretary

RATIFICATION OF ANNUAL MEETING OF MANAGERS OF
(Name of Limited Liability Company)
(Date of Annual Meeting of Managers)

We the undersigned, being all of the Managers of the above Limited Liability Company, hereby ratify, approve and confirm all that has occurred at the Annual Meeting of the Managers of the Limited Liability Company which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Annual Meeting of Managers).

| | |
|-------------|-------------|
| _____ | _____ |
| (Manager A) | (Manager B) |
| _____ | _____ |
| (Manager C) | (Manager D) |
| _____ | _____ |
| (Manager E) | (Manager F) |

Document Form # 303 — Letter to Client With Annual Meeting Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Minutes of Annual Meeting of (Name of Limited Liability Company)

Dear (Correspondent Name):

Enclosed are Minutes of the Annual Meetings of the limited liability company's Members
[and Managers]. Please have each person sign where indicated and return the originals to
us in the enclosed envelope. The copies of the Minutes in the enclosed binder are your copies to
keep. If you have any changes or questions about the Minutes, please call us.

***INSERT PARAGRAPH ABOUT ANY OTHER ENCLOSURES HERE:**

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosures

Document Form # 304 — Bill for Annual Meeting and Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR PREPARATION OF MINUTES OF ANNUAL MEETING:

Meet with clients and hold Annual Meeting of Members ***[and Annual Meeting of Managers]***; Discuss general business of Limited Liability Company; Prepare Minutes of Annual Meetings, with resolutions to support items reported; Send Minutes to client for signature.

***INSERT DETAILED DESCRIPTION OF OTHER SERVICES PERFORMED HERE:**

| | |
|-------------------------|----------|
| Fee for Legal Services: | \$ _____ |
| Costs Advanced: | |
| Copies: | \$ _____ |
| Postage: | \$ _____ |
| Total Costs: | \$ _____ |
| Total Due: | \$ _____ |

PART IV MAINTENANCE — QUARTERLY REPORT AND SPECIAL MEETING

Document Form # 400 — Quarterly Limited Liability Company Action Report

QUARTERLY LIMITED LIABILITY COMPANY ACTION REPORT

[Law firm letterhead]

Date: _____

Name of Limited Liability Company: _____

Calendar quarter which this report covers:

___ 1st(Jan-Mar) ___ 2nd(Apr-Jun) ___ 3rd(Jul-Sep) ___ 4th(Oct-Dec)

The following has occurred during this quarter:

- Place date action occurred on line to left of the action.
- Leave line blank if that action did not occur.
- Attach separate sheet to supply as much information as possible.

___ 666. The following Officer/Manager Resigned: _____

Office Held: _____

Date Resignation Effective: _____

___ 667. The following Officer/Manager was Removed: _____

Date Removal Effective: _____

___ 668. The following Officer was appointed to the following vacant office:

Name of Person Filling Vacancy: _____

Vacant Office: _____

___ 653. Bank account authorized signatures were changed. Attach copy of new bank account signature cards and bank's resolution form to place in Documents Book.

___ 654. New bank account opened: Bank Name: _____

Number of Signatures Required: _____

Persons Authorized To Sign Checks: _____

(Attach copy of new bank's signature cards and resolution form to place in Documents Book)

___ 655. Account opened with investment broker: Broker Name: _____

___ 656. Mailing address of Limited Liability Company changed to:

Registered Office: _____

____ 656. Registered Agent (person who will be served in case of lawsuit)
changed to: Registered Agent: _____

____ 602. Limited Liability Company borrowed money from Members:
Name of Lender Amount Borrowed

Interest on Loans: _____ % per annum

Interest Payable on Loans: (check one) ___ monthly; ___ quarterly;
___ annually; ___ at principal maturity; ___ other: _____

Principal Due on Loans: _____

____ 602. Limited Liability Company borrowed money from others:
Name of Lender Amount Borrowed

(Attach copy of promissory notes, security agreements and other loan documents)

____ 665. Limited Liability Company loaned money to Officers:
Borrower Principal Amount Date of Loan

Interest on Officers' Loans: _____ % per annum

Interest Payable on Officers' Loans: (check one) ___ monthly;
___ quarterly; ___ annually; ___ at principal maturity;
___ other: _____

Principal Due on Officers' Loans: _____

____ 609. Limited Liability Company began using fictitious name
(name which is not exactly the name on articles of organization):
Fictitious Name: _____

____ 612. Limited Liability Company leased real estate from Member or Manager:

Lessor of Realty: _____

Address of Realty Lessor: _____

Address of Leased Realty: _____

(Attach copy of deed or title insurance)

County of Leased Realty: _____

Term of Realty Leased: _____ (months)(years)

Date Realty Lease Starts: _____

Monthly Rent for Realty Lease: \$ _____

Date First Rent for Realty Due: _____

Authorized Use for Leased Realty: _____

____ 612. Limited Liability Company leased real estate from another.

____ 616. Limited Liability Company leased motor vehicles from Member or Manager:

Lessor of Motor Vehicles: _____

(Attach list of vehicles, year, make, model, ID number and monthly rent)

_____ 617. Limited Liability Company purchased motor vehicles.
(Attach list of vehicles by year, make, model, and ID number)
_____ 614. Limited Liability Company leased other personalty (equipment, etc.) from Members or Managers:

Lessor of Personalty: _____
(Attach list of items leased and monthly rent)

_____ 614. Limited Liability Company leased other personalty from others.
_____ 669. Limited Liability Company purchased personalty for \$2,000 or more.
Personalty Purchased: _____

_____ 657. Base salary of Employee(s) changed:
Employee _____ New Base Salary

_____ 658. Bonus paid to Employee(s):
Employee _____ Bonus

_____ Other limited liability company activity for Managers review, approval or action, such as major contracts, purchases, leases, personnel, etc.:

_____ NO ACTIVITY in any of the above areas during this quarter.

NOTES:

- Do not purchase real estate in the limited liability company name without first obtaining legal advice.
- Do not declare distributions without first obtaining legal and tax advice.
- Please call us if you desire to take any of the following actions:
 - Change limited liability company name
 - Amend Articles of Organization
 - Amend Operating Agreement
 - Adopt employee benefit plan

PLEASE CALL US IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING THIS FORM.

**Document Form # 401 — Letter to Client With Quarterly Limited Liability
Company Action Report**

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Quarterly Limited Liability Company Action

Dear (Correspondent Name):

Enclosed is a Quarterly Limited Liability Company Action Report form. Please complete the form and return it to us in the enclosed envelope. Please return it even if there has been no activity since the last Report or meeting; just place a check mark on the last line to show that there has been no action to report.

If the Report shows action for which there should be Minutes of a meeting, we will prepare the Minutes and send them to you for signature.

Please call us if you have any questions about the Report form.

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 402 — Minutes of Special Meeting

**CALL AND WAIVER OF NOTICE OF SPECIAL MEETING
OF ***[MEMBERS] [MANAGERS]*** OF
(Name of Limited Liability Company)
(Date of Special Meeting)**

We the undersigned, being all of the ***[Members] [Managers]*** of the above Limited Liability Company, hereby call the Special Meeting of the ***[Members] [Managers]*** of the Limited Liability Company to be held at the following place, date and time for the purpose of (Purpose of Special Meeting) and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Special Meeting)
Meeting Time: (Time of Special Meeting)
Meeting Place: (Place of Special Meeting)

***[Signatures of All Members:

| | |
|------------|----------------|
| _____ | _____ |
| (Member A) | (Member B) |
| _____ | _____ |
| (Member C) | (Member D) |
| _____ | _____ |
| (Member E) | (Member F)]*** |

***[Signatures of All Managers:

| | |
|-------------|-----------------|
| _____ | _____ |
| (Manager A) | (Manager B) |
| _____ | _____ |
| (Manager C) | (Manager D) |
| _____ | _____ |
| (Manager E) | (Manager F)]*** |

MINUTES OF SPECIAL MEETING OF *[MEMBERS] [MANAGERS]*** OF
(Name of Limited Liability Company)
(Date of Special Meeting)
(Time of Special Meeting)
(Place of Special Meeting)**

A Special Meeting of the ***[Members] [Managers]*** of the above Limited Liability Company was held on the above date at the above time and place. The following persons were present at the meeting:

[Members: (Members at Special Meeting)]

[Managers: (Managers at Special Meeting)]

Attorneys: (Attorneys at Special Meeting)

Others present by invitation: (Others at Special Meeting)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the ***[Members] [Managers]*** was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Special Meeting) was Chairman of the meeting, and (Secretary of Special Meeting) was Secretary of the meeting.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the ***[Members] [Managers]***, the meeting was adjourned upon motion duly made and carried.

(Chairman of Special Meeting), (Secretary of Special Meeting),
Chairman Secretary

RATIFICATION OF SPECIAL MEETING OF *[MEMBERS] [MANAGERS]*** OF
(Name of Limited Liability Company)
(Date of Special Meeting)**

We the undersigned, being all of the ***[Members] [Managers]*** of the above Limited Liability Company, hereby ratify, approve and confirm all that has occurred at the Special Meeting of the ***[Members] [Managers]*** of the Limited Liability Company which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Special Meeting).

***[Signatures of All Members:

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)]***

***[Signatures of All Managers:

(Manager A)

(Manager B)

(Manager C)

(Manager D)

(Manager E)

(Manager F)]***

Document Form # 403 — Letter to Client With Special Meeting Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Minutes of Special Meeting

Dear (Correspondent Name):

Enclosed are Minutes of the Special Meeting of the ***[Members] [Managers]*** of the limited liability company. Please have each person sign where indicated and return the originals to us in the enclosed envelope. The copy of the Minutes in the enclosed binder is your copy to keep. If you have any changes or questions about the Minutes, please call us.

***INSERT PARAGRAPH ABOUT ANY OTHER ENCLOSURES HERE:**

Very truly yours,

(Legal Assistant), Legal Assistant

Enclosure

Document Form # 404 — Bill for Special Meeting Minutes

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

FOR PREPARATION OF MINUTES OF SPECIAL MEETING:

Attorney review Quarterly Limited Liability Company Action Report completed by client; Prepare Minutes of Special Meeting of ***[Members] [Managers]*** of Limited Liability Company, taking action to support items reported; Attorney review Minutes; Send Minutes to client for signature.

***INSERT DETAILED DESCRIPTION OF OTHER SERVICES PERFORMED HERE:**

| | |
|-------------------------|----------|
| Fee for Legal Services: | \$ _____ |
| Costs Advanced: | |
| Copies: | \$ _____ |
| Postage: | \$ _____ |
| Total Costs: | \$ _____ |
| Total Due: | \$ _____ |

PART V MAINTENANCE — ANNUAL REPORT TO STATE

Document Form # 500 — Letter to Client re Annual Report to Department of State

[Law firm letterhead]

Date: _____

(Correspondent Name)
(Correspondent Address)

RE: Annual Report to Department of State

Dear (Correspondent Name):

The limited liability company's Annual Report must be filed with the Florida Department of State between January 1 and May 1 of each year. The Department should have notified you to file the form for this year by now. If not, you should go ahead and file the report now. This is important because the State will administratively dissolve the limited liability company if the Annual Report is not filed, which could adverse consequences. If you would like us to prepare the form for you, please let us know.

Please send us a copy of your completed Annual Report so that we can place it in the limited liability company Documents Book.

Please call us if you have any questions.

Very truly yours,

(Legal Assistant), Legal Assistant

Document Form # 501 — Annual Report to Department of State

Instructions can be viewed on the Florida Department of State website here: <https://dos.myflorida.com/sunbiz/manage-business/efile/annual-report/instructions/>

Information regarding this form is on the Florida Department of State website here: <https://dos.myflorida.com/sunbiz/manage-business/efile/annual-report/>

PART VI RESOLUTION PARAGRAPHS

Document Form # 600 — Resolution Paragraphs

Resolution Paragraph # 601 — [Reserved]

Resolution Paragraph # 602 — Loans to Limited Liability Company

Loans to Limited Liability Company. The ***[Members] [Managers]*** discussed the advisability of borrowing money for some of the Limited Liability Company's business needs. Upon motion duly made and carried, the ***[Members] [Managers]*** resolved that the Limited Liability Company shall borrow the following amounts from the following lenders and authorized and directed the ***[Members] [Managers] [Officers]*** to execute a promissory note in the name and behalf of the Limited Liability Company for each loan:

| <u>Name of Lender</u> | <u>Principal Amount</u> |
|-----------------------|-------------------------|
| (Lender A) | (Lender A's Principal) |
| (Lender B) | (Lender B's Principal) |
| (Lender C) | (Lender C's Principal) |
| (Lender D) | (Lender D's Principal) |
| (Lender E) | (Lender E's Principal) |
| (Lender F) | (Lender F's Principal) |

Each promissory note shall bear interest at the rate of (Interest on Loans) per cent per annum, such interest being payable (Interest Payable on Loans). The principal of each promissory note shall be payable (Principal Due on Loans).

Resolution Paragraph # 603 — Borrowing Without Separate Approval

Borrowing Without Separate Approval. The ***[Members] [Managers]*** considered the advisability of authorizing certain ***[Members] [Managers] [Officers]*** to borrow money for the Limited Liability Company from time to time without separate approval. Upon motion duly made and carried, it was resolved that the following ***[Members] [Managers] [Officers]*** of this Limited Liability Company are hereby authorized by the ***[Members] [Managers]*** to borrow money not exceeding a total of (Total Loan Limit) from time to time without the necessity of further or separate approval from the ***[Members] [Managers]*** for each loan, to borrow such money from such lenders (including Officers, Managers, Members and employees of the Limited Liability Company), for such periods of time and upon such terms as they may determine, and to execute in the name and behalf of this Limited Liability Company promissory notes to evidence such loans: (Officers Authorized to Borrow).

Resolution Paragraph # 604 — [Reserved]

Resolution Paragraph # 605 — Business

Business. The ***[Members] [Managers]*** discussed the business to be conducted by the Limited Liability Company, the nature of which is (Nature of Business). It was noted that the ***[Members] [Managers]*** expected active business operations to commence on or about (Date Business Operations to Commence).

Resolution Paragraph # 606 — Licenses

Licenses. The ***[Members] [Managers]*** discussed the necessity of obtaining licenses from the appropriate agencies to operate the Limited Liability Company's business. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to determine which licenses would be necessary or advisable and to obtain such licenses from the appropriate agencies. The ***[Members] [Managers]*** directed the ***[Members] [Managers] [Officers]*** to inquire into licenses from the following agencies among others: (Licenses).

Resolution Paragraph # 607 — Signs, Stationery, Etc.

Signs, Stationery, Etc. The ***[Members] [Managers]*** discussed the advisability of obtaining signs, stationery, business cards and other items showing the name of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to obtain such items for use in the Limited Liability Company's business as they deem advisable.

Resolution Paragraph # 608 — Insurance

Insurance. The ***[Members] [Managers]*** discussed the need to obtain insurance for the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to investigate the need for the following types of insurance, as well as other types that they deem advisable, and to obtain such insurance as they deem advisable: (Insurance) . It was noted that the Limited Liability Company's general insurance agent is (General Insurance Agent) and its life insurance agent is (Life Insurance Agent).

Resolution Paragraph # 609 — Fictitious Name

Fictitious Name. The ***[Members] [Managers]*** discussed operating the Limited Liability Company's business under a name other than the name on its Articles of Organization. Upon motion duly made and carried, the ***[Members] [Managers]*** decided to operate the business under the fictitious name "(Fictitious Name)", and the ***[Members] [Managers]*** authorized

and directed the ***[Members] [Managers] [Officers]*** to register that name in accordance with Florida law and to place evidence of such registration in the Documents Book.

Resolution Paragraph # 610 — Trademarks

Trademarks. The ***[Members] [Managers]*** discussed the trademarks used by the Limited Liability Company and their protection under the Florida and federal trademark laws. Upon motion duly made and carried, it was:

610.1 (Place notice of common law claim)

Resolved that the ***[Members] [Managers] [Officers]*** are authorized and directed to place notice of the Limited Liability Company's common law claim to its trademarks adjacent to the marks wherever they appear in the Limited Liability Company's labels, advertising, signs, letterhead, business cards and elsewhere by using the symbol "TM" or "SM".

610.2 (Register under federal law)

Resolved that the ***[Members] [Managers] [Officers]*** are authorized and directed to apply for registration of the Limited Liability Company's trademarks under federal law, to file evidence of such registration in the Documents Book when registered and to execute all documents and pay all expenses necessary to effect such registration.

610.3 (Register under state law)

Resolved that the ***[Members] [Managers] [Officers]*** are authorized and directed to apply for registration of the Limited Liability Company's trademarks under Florida law, to file evidence of such registration in the Documents Book when registered, and to execute all documents and pay all expenses necessary to effect such registration.

Resolution Paragraph # 611 — Copyrights

Copyrights. The ***[Members] [Managers]*** discussed the Limited Liability Company's rights under the U.S. copyright laws. Upon motion duly made and carried, it was

611.1 (Place copyright notice on works)

Resolved that the ***[Members] [Managers] [Officers]*** are authorized and directed to protect the Limited Liability Company's copyrights in works created and obtained on behalf of the Limited Liability Company by placing the proper copyright notice on the works and by taking all other actions necessary to preserve the copyrights.

611.2 (Register copyrights)

Resolved that the ***[Members] [Managers] [Officers]*** shall register the copyrights owned by the Limited Liability Company with the Copyright Office of the Library of Congress and shall take all actions necessary and proper to effect such registration.

Resolution Paragraph # 612 — Lease of Realty

Lease of Realty. The ***[Members] [Managers]*** discussed the need to lease realty for the business of the Limited Liability Company and reviewed the terms of a certain lease. Upon motion duly made and carried, the ***[Members] [Managers]*** approved the lease and authorized and directed the ***[Members] [Managers] [Officers]*** to execute the lease in the name and behalf of the Limited Liability Company and to place a copy of it in the Documents Book.

Resolution Paragraph # 613 — Assignment of Lease of Realty

Assignment of Lease of Realty. The ***[Members] [Managers]*** discussed the need to lease realty for the business of the Limited Liability Company and reviewed the terms of a certain assignment of a lease of realty presently leased to another. Upon motion duly made and carried, the ***[Members] [Managers]*** approved the assignment of lease and authorized and directed the ***[Members] [Managers] [Officers]*** to execute the assignment of lease in the name and behalf of the Limited Liability Company and to place a copy of it in the Documents Book.

Resolution Paragraph # 614 — Lease of Personalty

Lease of Personalty. The ***[Members] [Managers]*** discussed the need to lease certain personalty for the business of the Limited Liability Company and reviewed the terms of a certain lease. Upon motion duly made and carried, the ***[Members] [Managers]*** approved the lease and authorized and directed the ***[Members] [Managers] [Officers]*** to execute the lease in the name and behalf of the Limited Liability Company and to place a copy of it in the Documents Book.

Resolution Paragraph # 615 — Purchase of Personalty

Purchase of Personalty. The ***[Members] [Managers]*** discussed the need to purchase personalty for the business of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to purchase such personalty for the Limited Liability Company as they determined to be advisable for use in the business of the Limited Liability Company.

Resolution Paragraph # 616 — Lease of Motor Vehicles

Lease of Motor Vehicles. The ***[Members] [Managers]*** discussed the need to lease one or more motor vehicles for the business of the Limited Liability Company and reviewed the terms of a certain lease. Upon motion duly made and carried, the ***[Members] [Managers]*** approved the lease and authorized and directed the ***[Members] [Managers] [Officers]*** to execute the lease in the name and behalf of the Limited Liability Company and to place a copy of it in the Documents Book.

Resolution Paragraph # 617 — Purchase of Motor Vehicles

Purchase of Motor Vehicles. The ***[Members] [Managers]*** discussed the purchase of one or more motor vehicles for use in the Limited Liability Company's business. Upon motion duly made and carried, the ***[Members] [Managers]*** resolved that the ***[Members] [Managers] [Officers]*** of the Limited Liability Company are authorized and directed to purchase motor vehicles for the Limited Liability Company and to enter into such financing arrangements on behalf of the Limited Liability Company as they deem advisable for such purchases.

Resolution Paragraph # 618 — Legal Forms

Legal Forms. The ***[Members] [Managers]*** discussed the advisability of having the Limited Liability Company's legal counsel review legal documents to be used in the Limited Liability Company's business. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to work with the Limited Liability Company's legal counsel in preparing and reviewing forms and documents for use in the Limited Liability Company's business, including but not limited to the following: (Legal Forms).

Resolution Paragraph # 619 — [Reserved]

Resolution Paragraph # 620 — [Reserved]

Resolution Paragraph # 621 — Employment Agreement

Employment Agreement. The ***[Members] [Managers]*** discussed the advisability of entering into employment agreements with certain employees of the Limited Liability Company and discussed the terms and provisions of such agreements. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to execute employment agreements in the name and behalf of the Limited Liability Company with the following employees of the Limited Liability Company in accordance with the terms discussed and to place a copy of the employment agreements in this Documents Book: (Employee A), (Employee B), (Employee C), (Employee D).

Resolution Paragraph # 622 — Compensation

Compensation. The ***[Members] [Managers]*** discussed compensation for certain key employees of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** decided that the following employees would be entitled to the following base compensation for their services to the Limited Liability Company:

| <u>Employee Name</u> | <u>Compensation</u> |
|----------------------|---------------------|
|----------------------|---------------------|

| | |
|--------------|-----------------------------|
| (Employee E) | (Employee E's Compensation) |
| (Employee F) | (Employee F's Compensation) |
| (Employee G) | (Employee G's Compensation) |
| (Employee H) | (Employee H's Compensation) |

Resolution Paragraph # 623 — Bonus Compensation

Bonus Compensation. The ***[Members] [Managers]*** discussed a policy for payment of bonuses to employees of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]***, in their discretion, to pay bonus compensation to one or more employees of the Limited Liability Company at such times and in such amounts as they deem to be advisable, to be in the best interest of the Limited Liability Company and to be in support of employee productivity and morale; provided however, that this shall not limit the power of the ***[Members] [Managers]*** to set or review bonus compensation as well.

Resolution Paragraph # 624 — (Reserved)

Resolution Paragraph # 625 — Employees

Employees. The ***[Members] [Managers]*** discussed the necessity of hiring employees for the Limited Liability Company's business. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to employ such persons to work for the Limited Liability Company for such compensation and on such terms as they deem advisable and as are not in conflict with any employment agreements or compensation arrangements which may be set by the ***[Members] [Managers]*** for specific employees from time to time.

Resolution Paragraph # 626 — Employee Benefit Plan Feasibility

Employee Benefit Plan Feasibility. The ***[Members] [Managers]*** discussed the possibility of adopting an employee benefit plan for employees. Upon motion duly made and carried, the ***[Members] [Managers]*** directed the ***[Members] [Managers] [Officers]*** to determine the feasibility of the Limited Liability Company's adopting such a plan and to report back to the ***[Members] [Managers]***.

Resolution Paragraphs # 627 - 649 — [Reserved]

Resolution Paragraphs # 650.1 — Change of Name (Members' Meeting)

Change of Name. The Members discussed the advisability of amending the Articles of Organization and the Operating Agreement to change the name of the Limited Liability Company. Upon motion duly made and carried, the Members resolved that the Articles of

Organization and the Operating Agreement shall be amended to change the name of the Limited Liability Company to (New Name of Limited Liability Company).

Resolution Paragraphs # 650.2 — Change of Name (Managers' Meeting)

Change of Name. The Managers discussed the advisability of amending the Articles of Organization and the Operating Agreement to change the name of the Limited Liability Company. Upon motion duly made and carried, the Managers resolved that the Managers recommend to the Members that the Articles of Organization and the Operating Agreement be amended to change the name of the Limited Liability Company to (New Name of Limited Liability Company), and the ***[Members] [Managers] [Officers]*** were authorized and directed to file Articles of Amendment with the Florida Department of State if and when all Members approve the amendment.

Resolution Paragraphs # 651.1 — Amend Articles of Organization (Members' Meeting)

Amend Articles of Organization. The Members discussed the advisability of amending the Articles of Organization in accordance with certain Articles of Amendment. Upon motion duly made and carried, the Members adopted the Articles of Amendment to amend the Articles of Organization.

Resolution Paragraphs # 651.2 — Amend Articles of Organization (Managers' Meeting)

Amend Articles of Organization. The Managers discussed the advisability of amending the Articles of Organization in accordance with certain Articles of Amendment. Upon motion duly made and carried, the Managers resolved that the Managers recommend to the Members that the Articles of Amendment be adopted to amend the Articles of Organization.

Resolution Paragraphs # 652.1 — Amend Operating Agreement (Members' Meeting)

Amend Operating Agreement. The Members discussed the advisability of amending the Operating Agreement in accordance with the document entitled "Amendment to Operating Agreement". Upon motion duly made and carried, the Members adopted the Amendment to Operating Agreement.

Resolution Paragraphs # 652.2 — Amend Operating Agreement (Managers' Meeting)

Amend Operating Agreement. The Managers discussed the advisability of amending the Operating Agreement in accordance with the document entitled "Amendment to Operating Agreement". Upon motion duly made and carried, the Managers recommended to the Members that they adopt the Amendment to Operating Agreement.

Resolution Paragraphs # 653 — Bank Account Signatures Changed

Bank Account Signatures Changed. The ***[Members] [Managers]*** discussed the advisability of changing the authorized signatures on the Limited Liability Company's bank accounts. Upon motion duly made and carried, the ***[Members] [Managers]*** decided to change the authorized signatures to be in accordance with the resolution form of the bank, a copy of which is in the Documents Book.

Resolution Paragraphs # 654 — Bank Accounts

Bank Accounts. The ***[Members] [Managers]*** discussed the advisability of opening a new bank account for the Limited Liability Company. After discussion and upon motion duly made and carried, it was resolved that the ***[Members] [Managers] [Officers]*** of the Limited Liability Company are authorized and directed to establish limited liability company bank accounts with (Bank Name), that the bank's signed form of limited liability company resolution, a copy of which has been placed in the Documents Book, is hereby adopted and incorporated into these Minutes by reference and that the following persons are authorized to sign checks and withdraw funds on the Limited Liability Company's accounts with the signature of (Number of Signatures Required) of them: (Persons Authorized To Sign Checks).

Resolution Paragraphs # 655 — Investment Broker Account

Investment Broker Account. The ***[Members] [Managers]*** discussed the advisability of opening an account with an investment broker. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed the ***[Members] [Managers] [Officers]*** to open an account with (Broker Name) and to sign in the name and behalf of the Limited Liability Company such forms as are necessary to do so and to place a copy of the forms in the Documents Book.

Resolution Paragraphs # 656 — Registered Agent and Office

Registered Agent and Office. The ***[Members] [Managers]*** reviewed the present designation of Registered Agent and Registered Office of the Limited Liability Company. After discussion and upon motion duly made and carried, the ***[Members] [Managers]*** resolved to change the designation and designated (Registered Agent) as the Registered Agent and (Registered Office) as the Registered Office of the Limited Liability Company and directed the ***[Members] [Managers] [Officers]*** of the Limited Liability Company to file this change with the Department of State of Florida on the proper form and to place a copy of the filed document into the Documents Book.

Resolution Paragraphs # 657 — Salary Changes

Salary Changes. The ***[Members] [Managers]*** reviewed the base salaries of the Limited Liability Company's employees. Upon motion duly made and carried, the ***[Members]

[Managers]*** resolved to change the base salaries of the following employees to be as follows effective as of (Date Salary Change Effective):

| <u>Employee</u> | <u>New Base Salary</u> |
|-----------------|-----------------------------|
| (Employee E) | (Employee E's Compensation) |
| (Employee F) | (Employee F's Compensation) |
| (Employee G) | (Employee G's Compensation) |
| (Employee H) | (Employee H's Compensation) |

Resolution Paragraphs # 658 — Bonuses to Employees

Bonuses to Employees. The ***[Members] [Managers]*** considered payment of bonuses to certain employees for their special contributions to the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** authorized and directed that the following employees receive the following bonuses:

| <u>Employee</u> | <u>Bonus</u> |
|-----------------|----------------------|
| (Employee M) | (Employee M's Bonus) |
| (Employee N) | (Employee N's Bonus) |
| (Employee O) | (Employee O's Bonus) |
| (Employee P) | (Employee P's Bonus) |

Resolution Paragraphs # 659 — Employee Benefit Plan Adopted

Employee Benefit Plan Adopted. The ***[Members] [Managers]*** reviewed an employee benefit plan for the Limited Liability Company and discussed its advantages and disadvantages. Upon motion duly made and carried, it was resolved that the Limited Liability Company hereby adopts the employee benefit plan in the form presented to this meeting of the Managers, a copy of which is in the Documents Book, and the ***[Members] [Managers] [Officers]*** of the Limited Liability Company are hereby authorized and directed to execute the plan in the name and behalf of the Limited Liability Company in order to effectuate the plan in accordance with its terms and provisions.

Resolution Paragraphs # 660 — [Reserved]

Resolution Paragraphs # 661 — Plan Consultant

Plan Consultant. The ***[Members] [Managers]*** discussed engaging a plan consultant to assist the Limited Liability Company in meeting the legal, accounting and tax requirements of employee benefit plans. Upon motion duly made and carried, the ***[Members] [Managers]*** agreed to engage (Employee Benefit Plan Consultant) as plan consultant to the Limited Liability Company and authorized and directed the ***[Members] [Managers] [Officers]*** to enter into such written agreement with the plan consultant as they deem advisable.

Resolution Paragraphs # 662 — [Reserved]

Resolution Paragraphs # 663 — [Reserved]

Resolution Paragraphs # 664 — Distributions

Distributions. The ***[Members] [Managers]*** discussed the payment of distributions to the Members. Upon motion duly made and carried, the ***[Members] [Managers]*** declared a distribution of \$(Distribution) per membership.

Resolution Paragraphs # 665 — Loans to Officers

Loans to Officers. The ***[Members] [Managers]*** discussed certain outstanding loans from the Limited Liability Company to certain Officers of the Limited Liability Company. Upon motion duly made and carried, the ***[Members] [Managers]*** ratified and approved the following loans to the following Officers and authorized the Limited Liability Company to accept a promissory note payable to the Limited Liability Company from each borrower:

| <u>Borrower</u> | <u>Principal Amount</u> |
|-----------------|----------------------------------|
| (Borrower A) | (Borrower A's Principal Amount) |
| (Borrower B) | (Borrower B's Principal Amount) |
| (Borrower C) | (Borrower C's Principal Amount) |
| (Borrower D) | (Borrower D 's Principal Amount) |

Each promissory note shall bear interest at the rate of (Interest on Officers' Loans) per cent per annum, such interest being payable (Interest Payable on Officers' Loans). The principal of each promissory note shall be payable (Principal Due on Officers' Loans).

Resolution Paragraphs # 666 — Resignation

Resignation. The Chairman stated that the resignation of (Officer/Manager Resigned) as (Office Held) had been received by the Limited Liability Company effective as of (Date Resignation Effective). Upon motion duly made and carried, the resignation was accepted by the ***[Members] [Managers]***.

Resolution Paragraphs # 667 — Removal

Removal. It was discussed whether to remove (Officer/Manager Removed) from all positions and offices held in the Limited Liability Company. The provisions in the Florida Statutes, Articles of Organization, and Operating Agreement for removal were reviewed. Upon motion duly made and carried, it was resolved that (Officer/Manager Removed) be and hereby is removed by the ***[Members] [Managers]*** from all positions and offices held in the Limited Liability Company, effective as of (Date Removal Effective).

Resolution Paragraphs # 668 — Vacancy

Vacancy. The Chairman noted that the position of (Vacant Office) was vacant. The Chairman asked for nominations to fill the vacancy. Upon motion duly made and carried, (Person Filling Vacancy) was nominated and elected by the ***[Members] [Managers]*** to the position of (Vacant Office) of the Limited Liability Company.

Resolution Paragraphs # 669 — Major Purchases

Major Purchases. The Chairman noted that the Limited Liability Company had made some major purchases since the last meeting of the ***[Members] [Managers]***. The Chairman reviewed those purchases. Upon motion duly made and carried, the ***[Members] [Managers]*** ratified and approved those purchases, including but not limited to the following: (Personalty Purchased).

PART VII MISCELLANEOUS DOCUMENT FORMS

Document Form # 700 — Notice of Meeting

**NOTICE OF MEETING
OF
[MEMBERS] [MANAGERS]
OF
(Name of Limited Liability Company)**

A meeting of the ***[Members] [Managers]*** of the above Limited Liability Company shall be held on the following date at the following place and time for the following purpose and for transacting such other business as may properly come before the meeting:

Meeting Date: _____
Meeting Time: _____
Meeting Place: _____
Meeting Purpose: _____

Date: _____

(Secretary), as Secretary

Document Form # 701 — Minutes of Special Meeting of Members and Managers

**CALL AND WAIVER OF NOTICE OF SPECIAL MEETING
OF MEMBERS AND MANAGERS OF
(Name of Limited Liability Company)
(Date of Special Meeting of Members and Managers)**

We the undersigned, being all of the Members and all of the Managers of the above Limited Liability Company, hereby consent and agree that a Special Meeting of the Members and Managers of the Limited Liability Company shall be held at the following place, date and time for the purpose of (Purpose of Special Meeting of Members and Managers) and transacting such other business as may properly come before the meeting, and we hereby waive notice of the place, date, time and purposes of the meeting and agree that any business transacted at the meeting shall be as valid and effective as though the meeting were held after notice duly given and published:

Meeting Date: (Date of Special Meeting of Members and Managers)
Meeting Time: (Time of Special Meeting of Members and Managers)
Meeting Place: (Place of Special Meeting of Members and Managers)

Signatures of All Members:

| | |
|------------|------------|
| (Member A) | (Member B) |
| (Member C) | (Member D) |
| (Member E) | (Member F) |

Signatures of All Managers:

| | |
|-------------|-------------|
| (Manager A) | (Manager B) |
| (Manager C) | (Manager D) |
| (Manager E) | (Manager F) |

**MINUTES OF SPECIAL MEETING OF MEMBERS AND MANAGERS OF
(Name of Limited Liability Company)**

(Date of Special Meeting of Members and Managers)

(Time of Special Meeting of Members and Managers)

(Place of Special Meeting of Members and Managers)

A Special Meeting of the Members and Managers of the above Limited Liability Company was held on the above date at the above time and place. The following persons were present at the meeting:

Members: (Members at Special Meeting of Members and Managers)

Managers: (Members at Special Meeting of Members and Managers)

Attorneys: (Attorneys at Special Meeting of Members and Managers)

Others present by invitation: (Others at Special Meeting of Members and Managers)

Waiver of Notice. The Call and Waiver of Notice of this meeting signed by the Members and Managers was presented and is filed preceding these Minutes.

Chairman and Secretary. (Chairman of Special Meeting of Members and Managers) was Chairman of the meeting, and (Secretary of Special Meeting of Members and Managers) was Secretary of the meeting.

***INSERT OPTIONAL RESOLUTION PARAGRAPHS HERE:**

There being no further business to come before the Members and Managers, the meeting was adjourned upon motion duly made and carried.

(Chairman of Special Meeting of Members and Managers), Chairman

(Secretary of Special Meeting of Members and Managers), Secretary

RATIFICATION OF SPECIAL MEETING OF MEMBERS AND MANAGERS OF
(Name of Limited Liability Company)
(Date of Special Meeting of Members and Managers)

We the undersigned, being all of the Members and all of the Managers of the above Limited Liability Company, hereby ratify, approve and confirm all that has occurred at the Special Meeting of the Members and Managers of the Limited Liability Company which was held on the above date, the foregoing Minutes of which we have read. In signification of such ratification, confirmation and approval we hereby sign our names.

Dated as of (Date of Special Meeting of Members and Managers).

Signatures of All Members:

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)

Signatures of All Managers:

(Manager A)

(Manager B)

(Manager C)

(Manager D)

(Manager E)

(Manager F)

Document Form # 702 — Proxy

PROXY

KNOW ALL MEN BY THESE PRESENTS: That I, (Member), being a Member of (Name of Limited Liability Company) and entitled to vote at the Annual Meeting of Members, do hereby constitute and appoint (Proxy Holder) my true and lawful attorney-in-fact and proxy to attend and represent me at the Annual Meeting of the Members of the Limited Liability Company to be held on (Date of Annual Meeting of Members), or any continuation or adjournment thereof, with full power to vote and act for me and in my name, place and stead, in the same manner, to the same extent, and with the same effect that I might were I personally present thereat, giving to such proxy full power of substitution and revocation. Any proxy or proxies heretofore given by me to any person or persons whatsoever are hereby revoked.

Date: _____

(Member)

Document Form # 703 — Articles of Amendment to Articles of Organization

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
(Name of Limited Liability Company)**

The Articles of Organization for this Limited Liability Company were filed on _____, 20____, and assigned Florida Document Number _____.

This amendment is submitted to amend the following:

AMENDMENTS

***INSERT AMENDMENTS HERE:**

For example: “Article _____ is amended to read as follows: ...”

In all other respects, the Articles of Organization shall remain as they were prior to this Amendment being adopted.

Certification. This document is executed in accordance with Section 605.0203(1)(b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes.

Date: _____

Signature: _____

Printed Name: _____,
as a Member or authorized representative
of a Member

Document Form # 704 — List of Whom to Notify After Name Change

LIST OF WHOM TO NOTIFY AFTER CHANGE

1. Banks, savings and loan associations and other financial institutions in which accounts are maintained.
2. Telephone company, power company, water company, cable company, gas company, internet provider, and other utilities.
3. Insurance companies for all types of insurance.
4. Suppliers.
5. Clients and customers.
6. Landlords.
7. Service contract companies.
8. Telephone directory listing.
9. Signs, advertising, letterhead, business cards, billing statements, business forms, purchase orders, contracts, invoices.
10. Magazine subscriptions.
11. Professional licensing organizations and regulatory agencies.
12. City and county occupational licenses.
13. State and County tax collector.
14. Unemployment compensation bureau.
15. Sales tax bureau.
16. Change limited liability company membership certificates.
17. Post Office.
18. Email and web host providers.

NOTE: There may be others not listed whom you should contact.

Document Form # 705 — Amendment to Operating Agreement

AMENDMENT TO OPERATING AGREEMENT

(Name of Limited Liability Company)

The Operating Agreement of the above Florida limited liability company is amended by agreement of the Limited Liability Company and all of its Members as follows:

***INSERT AMENDMENTS HERE:**

For example: “Section _____ is amended to read as follows: ...”

In all other respects, the Operating Agreement shall remain as it was prior to this Amendment.

Date: _____

(Name of Limited Liability Company)

By: _____

Title: _____

Signatures of All Members:

(Member A)

(Member B)

(Member C)

(Member D)

(Member E)

(Member F)

Document Form # 706 — Amendment to Employment Agreement

AMENDMENT TO EMPLOYMENT AGREEMENT

AGREEMENT made as of (Date Salary Change Effective), between (Name of Limited Liability Company), a Florida limited liability company, hereinafter called "Employer", and (Employee), hereinafter called "Employee".

WHEREAS, the parties entered into an Employment Agreement dated (Date of Employment Agreement), which they now desire to amend;

NOW THEREFORE, in consideration of their mutual promises, the parties hereby amend the Employment Agreement as follows:

***INSERT AMENDMENTS HERE:**

For example: "Paragraph _____ of the Employment Agreement is hereby amended to read as follows:..."

In all other respects, the Employment Agreement shall remain as it was prior to this Amendment.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

LIMITED LIABILITY COMPANY:

(Name of Limited Liability Company), a Florida limited liability company

(President), as President

(Secretary), as Secretary

EMPLOYEE:

(Employee)

Document Form # 707 — Resignation

RESIGNATION
(Name of Limited Liability Company)

I, the undersigned (Office Held) of the above Limited Liability Company, hereby tender my resignation effective as of (Date Resignation Effective).

Dated as of (Date Resignation Effective)

(Officer/Manager Resigned)

Document Form # 708 — Statement of Change of Registered Office or Agent

This form can be downloaded from the Florida Department of State website here: <http://form.sunbiz.org/pdf/cr2e045.pdf>

Document Form # 709 — Promissory Note to Limited Liability Company

PROMISSORY NOTE TO LIMITED LIABILITY COMPANY

Date of Note: (Date of Loan)
Place Issued: (Registered Office)
Principal: (Borrower A's Principal)
Principal Payable: (Principal Due on Officers' Loans)
Interest Rate: (Interest on Officers' Loans) per cent per annum
Interest Payable: (Interest Payable on Officers' Loans)

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of (Name of Limited Liability Company), a Florida limited liability company, the principal sum shown above together with interest at the rate shown above from the date hereof until paid in full. Principal and interest shall be payable as shown above. If any payment of principal or interest is not paid when due, then the entire unpaid principal and interest on this note may be declared immediately due and payable at the option of the holder of this note, without notice to the undersigned. The undersigned agrees to pay all costs of collection, including reasonable attorneys fees. The undersigned waives presentment, demand, protest, notice of dishonor and notice of protest.

(Borrower A)

Document Form # 710 — [Reserved]

Document Form # 711 — Written Action by Consent in Lieu of Meeting of Members

**WRITTEN ACTION BY CONSENT
IN LIEU OF MEETING OF
MEMBERS OF
(Name of Limited Liability Company)**

Pursuant to Florida Statutes § 605.04073, the undersigned, being Members of (Name of Limited Liability Company), a Florida limited liability company, hereby take the following actions, adopt the following resolutions without a meeting, and consent to the following actions in lieu of holding a meeting of Members, and this action is effective on the ____ day of _____, 20____:

***Insert Resolutions Here:**

Resolved, that _____

Signatures of Members:

(Member A) Date: _____

(Member B) Date: _____

(Member C) Date: _____

(Member D) Date: _____

(Member E) Date: _____

(Member F) Date: _____

Document Form # 712 — Unanimous Written Action by Consent in Lieu of Meeting of Managers

**UNANIMOUS WRITTEN ACTION BY CONSENT
IN LIEU OF MEETING OF
MANAGERS OF
(Name of Limited Liability Company)**

Pursuant to Florida Statutes § 605.04073, the undersigned, being all of the Managers of (Name of Limited Liability Company), a Florida limited liability company, hereby unanimously take the following actions, unanimously adopt the following resolutions without a meeting, and unanimously consent to the following actions in lieu of holding a meeting of the Managers, and this action is effective on the ____ day of _____, 20 ____:

***Insert Resolutions Here:**

Resolved, that _____

Signatures of All Managers:

(Manager A) Date: _____

(Manager B) Date: _____

(Manager C) Date: _____

(Manager D) Date: _____

(Manager E) Date: _____

(Manager F) Date: _____

REMINDERS

HOW TO SET UP AND USE A REMINDER SYSTEM

The purpose of a reminder system is to monitor the existence and meeting of deadlines. Other names for reminder systems are “ticklers” and “docket control” systems.

In order to work, all lawyers and staff must be involved in the operation of the system to be sure that all deadlines are entered and reviewed on a daily basis.

Most practice management systems on computers or online today include a reminder or docket control system. In addition, the primary office tools of Microsoft, Google and Apple include reminder systems.

Regardless of the type of reminder system used, it is imperative that some system be used. Studies have shown that the failure to meet deadlines results in more lawyer malpractice claims than any other error.

This book includes initial Reminders for the most common deadlines. The user should make additional Reminders for any deadlines that are not in this book.

LIST OF REMINDERS

- Reminder 1. Received Reservation of Name from Department of State? (optional)
- Reminder 2. Received certified copy of Articles of Organization from Department of State?
- Reminder 3. Received IRS employer identification number?
- Reminder 4. Received limited liability company kit from supplier?
- Reminder 5. Client set appointment for Organizational Meeting?
- Reminder 6. [Reserved]
- Reminder 7. Received financial information from accountant to complete Organizational Minutes?
- Reminder 8. [Reserved]
- Reminder 9. [Reserved]
- Reminder 10. Received affidavit of newspaper that fictitious name notice was published? (optional)
- Reminder 11. Received filed Application for Registration of Fictitious Name from State? (optional)
- Reminder 12. Send Quarterly Limited Liability Company Action Report to client with Letter.
- Reminder 13. Received Quarterly Limited Liability Company Action Report from client?
- Reminder 14. Received signed Special Meeting Minutes & other documents from client?
- Reminder 15. Send Letter to client to set appointment for Annual Meeting.
- Reminder 16. Client set appointment for Annual Meeting?
- Reminder 17. Received signed Annual Meeting Minutes & other documents from client?
- Reminder 18. Send Letter to client to send us copy of Annual Report or instruct us to file Annual Report.

Reminder 19. Received copy of Annual Report from client or client instruct lawyer to file Annual Report?

Reminder 20. Received filed Annual Report with Secretary of State?

PROCEDURES

PROCEDURES FOR PERFORMING CERTAIN STEPS IN CHECKLISTS

Procedure 1 — Opening Office Files

There are four basic types of law practice management systems in use today for maintaining case files and records:

A. Legacy paper-based systems that use paper file folders and filing cabinets. These have been in use for over a hundred years and are still in use by many lawyers and law firms.

B. Paperless computer-based systems that use computer files and computer file folders without any paper files. These have been in use for the last two decades, and their value has become more important as a result of the COVID-19 pandemic.

C. Paperless online systems that can be accessed by Internet and do not necessarily maintain files on local computers. Examples are Clio, Cosmolex, Practice Panther, MyCase, Rocket Matter, and others. These have become more prevalent in the last decade, but are not yet used by the majority of lawyers.

D. Hybrid systems that combine one or more of the above.

Because of the variety of practice management systems, this book refers to the legacy paper-based method of practice management because it can be easily correlated to a paperless or hybrid system. With that in mind, here is the process for opening office files for a new limited liability company client:

The office files for a limited liability company client consist of a general file and a minutes/documents file. The general file will contain on the right side all correspondence, bills, research and miscellaneous matter. The general file will contain on the left side all Fact Sheets and Checklists for that client. The general file may also include on the left side the Limited Liability Company Directory and the Limited Liability Company Status Sheet (see Procedure 9).

The minutes/documents file contains on the right side copies of all of the minutes of the limited liability company and on the left side copies of the documents of the limited liability company. The minutes/documents file should be an exact duplicate of the limited liability company's minute book and documents book (see Procedure 13).

The file folders should be sturdy kraft folders with Acco fasteners pre-fastened. Each folder should be labeled with the name of the limited liability company and either "General File" or "Minutes/Documents File". The following additional steps should be completed: enter client and

file names in master index file of clients; set reminder for date by which documents must be typed; enter costs advanced and fees to be billed to client.

Procedure 2 — Checking Availability of Name

The Division of Corporations of the Florida Department of State maintains an online file of all limited liability companies and other entities organized and registered in Florida.

F.S. § 605.0112 requires that the name of a new limited liability company be distinguishable from the names of all other entities or filings on file with the Department, except fictitious names and partnerships (see Law Reference for Article 1 of Document Form # 101 Articles of Organization).

Therefore, the availability of the name must be checked by searching the Division of Corporations website here: <https://dos.myflorida.com/sunbiz/search/> .

All three names listed on Fact Sheet I should be checked, and the first one available should be circled. If any of the names checked is already in use, full information should be obtained about the entity using that name so that the client may investigate whether it is active and whether the name can be acquired; such information should include the date of formation, charter number, active or dissolved status, names and addresses of managers, officers and registered agent.

Procedure 3 — Reserving Name (Optional)

The client may want to reserve the name of the new limited liability company if someone else might claim it before the Articles of Organization can be signed and filed. See the Law Reference to Document Form # 150 Application To Reserve Name for an explanation of the law. The application letter must be signed and mailed to the Division of Corporations with a check for the proper filing fee (see "Fees of Division of Corporations" behind the How To Use tab). Reminder 1 should be set for two weeks for the Division to return a copy of the application indicating that the name is reserved.

Procedure 4 — Typing Part I (Formation) Documents

Fact Sheet I is arranged in the order of the Document Forms to be typed and includes all of the factual information necessary to fill in the blanks in the Document Forms. The Document Forms to be typed are the standard documents (except those which have been crossed out) and the optional documents which have been checked off by the lawyer. The variable information is shown in each Document Form by parentheses, such as (Name of Variable Information), or by asterisks, such as ***[Members] [Managers]**.

Procedure 5 — [Reserved]

Procedure 6 — Meeting With Client To Sign Part I (Formation) Documents

Because the lawyer has already discussed the Articles of Organization and other documents with the client in completing Fact Sheet I, it is not usually necessary for the lawyer to be present when the client signs them. The documents are fairly simple and clear (unlike the Organizational Meeting documents which are more complex and need explanation), and the legal assistant can save the lawyer's time (and save the client the lawyer's expense) by meeting with the client to have these documents signed. The legal assistant can even review the engagement letter with the client because the lawyer would have reviewed the fee and other terms of the engagement in the initial conference while completing Fact Sheet I. The legal assistant should collect the fee retainer and cost deposit from the client at this time if it was not paid at the initial conference (see Law Reference to Document Form #104 Engagement Letter to Client). The original and two copies of the Articles of Organization should be fully signed.

Procedure 7 — Filing Part I (Formation) Documents With State

The Articles of Organization must be filed with the Division of Corporations of the Florida Department of State. There are three ways to do this (see <https://dos.myflorida.com/sunbiz/forms/limited-liability-company/>):

A. **Paper by U.S. Mail.** This is the method presumed by this book. The proper filing fee should be enclosed (see "Fees of Division of Corporations" behind the How To Use tab). A signed copy of the Articles should be sent with the original Articles; the State will date-stamp the copy and attach a certification that it is a certified copy; this copy will be filed in the Documents Book of the limited liability company (see Procedure 13). Reminder 2 should be set for two weeks for the certified copy to be received from the State. An extra signed copy of the Articles should be kept in the file when sending the original and signed copy to the State in case those sent are lost.

B. **Paper by FedEx, UPS or Courier.** This method is the same as by U.S. Mail, except that it might be quicker than the U.S. Mail, and it can provide proof of delivery.

C. **Paper by Fax.** This is the quickest method, but it requires having a Prepaid Sunbiz E-File Account. Otherwise, it is the same as filing by mail or courier.

D. **Electronically Online.** This method requires use of a very basic form of articles of organization instead of the form in this book.

The State's processing times for articles of organization varies, but can be viewed here: <https://dos.myflorida.com/sunbiz/document-processing-dates/>.

The articles of organization will appear by searching for the new limited liability company's name online here when they have been processed: <https://dos.myflorida.com/sunbiz/search/> .

Procedure 8 — Filing IRS Form SS-4 Employer Identification Number

If the client has an accountant, then it is best to ask the accountant to prepare and file this form because it is a tax form rather than a legal form. The accountant can be asked to send a copy to the attorney before it is filed so that the attorney can confirm the correct spelling of the limited liability company name (it must be identical to the articles of organization).

The original of this form should be sent to the Internal Revenue Service with its cover letter (Document #106) as soon as the limited liability company's articles of organization have been filed by the Florida Division of Corporations. A photocopy of the form should be filed in the client's general file.

An alternative is for the client to apply online for the employer identification number at the IRS website here: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online> .

The above website also explains how to apply by fax or phone.

Procedure 9 — Limited Liability Company Directory and Limited Liability Company Status Sheet

The Limited Liability Company Directory (Document Form #108) and Limited Liability Company Status Sheet (Document Form #109) should be kept in a 3-ring notebook of limited liability company clients (or in a paperless electronic file of all limited liability company clients). The Directory and Status Sheet for each client should be filed alphabetically by the name of the limited liability company for easy reference. A copy of the Directory and Status Sheet may be placed in the client's file, but there is an advantage in keeping only one Directory and Status Sheet, in the 3-ring notebook, in that it might avoid mistakes in updating them. The Directory and Status Sheet should be prepared when the Articles of Organization are typed and should be continuously updated whenever there is a change or additional information, such as after the Organizational Meeting, annual meetings and special meetings. Also see the Law Reference to these two forms.

Procedure 10 — Organizational Meeting (Fact Sheet II)

The organizational meeting of the members and, if any, the managers is usually an informal meeting, as are most meetings of closely held (only a few members) limited liability companies. Fact Sheet II is a fairly detailed checklist of what should be done at the organizational meeting. The list in Fact Sheet I of Codenames of the persons involved in the limited liability company

can be used again to save time in completing Fact Sheet II. (Codenames could be as simple as initials instead of full names.) The information for the standard resolutions must be completed.

Because this is the first meeting with the client regarding operation of the new limited liability company and because most of the meeting consists of the rendering of legal advice, the lawyer should conduct the meeting rather than a legal assistant. The lawyer should discuss with the client in detail the operations and business of the limited liability company so that potential legal problems can be discussed and possibly avoided.

Procedure 11 — [Reserved]

Procedure 12 — Typing Part II (Organizational Meeting) Documents

The procedure for typing these documents is similar to that for Part I formation documents (see Procedure 4). Thus, the documents should be typed in a batch. Fact Sheet II lists the standard and optional documents to be typed as well as the variable information to be typed into the documents' blanks. Because the minutes and documents will be filed into the Minutes Book and the Documents Book, which are letter-size, all of the documents should be typed on letter-size paper (see Procedure 13). There are a number of blanks in the documents which require information to be supplied by the limited liability company's accountant.

Procedure 13 — Assembling Minutes and Documents Books

For information about limited liability company record books and kits, see "Useful Supplies and Equipment" in the How To Use section. It is important that the printing on the membership certificates is checked to be sure that all information is correct and not misspelled. (The name of the limited liability company should be exactly as it appears in the articles of organization.)

The original minutes and documents that have been typed should be placed into the books in the order in which they are listed on the List of Document Forms behind the Document Forms tab (in the order of their Document Form numbers). The Table of Contents of the two books should then be completed.

Procedure 14 — Meeting Client To Sign Part II (Organizational Meeting) Documents

The Minutes and Documents Books which are the product of Part II contain many complex documents that might confuse clients. Because these documents are the tangible product of the lawyer's work, it is important that the lawyer review them with and explain them to the client. It is most convenient to have the client sign each document as it is reviewed. This also avoids the frequent problem of mailed documents that are lost or not fully signed.

An alternative procedure would be to email the documents to the client to sign electronically using a service such as DocuSign or Citrix RightSignature or Dropbox HelloSign.

This could be done during a video conference on Zoom, Microsoft Teams, Apple FaceTime, or other services.

During this meeting, the lawyer should also review with the client the Letter To Client After Formation (Document Form #215), which explains the legal necessity for annual meetings and Annual Reports to the State. It also explains the process for maintenance of the limited liability company by use of the Quarterly Limited Liability Company Action Reports (Document Form #400). A blank Quarterly Report should be given to the client at this meeting so that the client can complete it during the present quarter.

The letter also explains how contracts and other documents should be signed on behalf of the limited liability company to avoid personal liability to the individual signing. The client should also be told that the accountant is responsible for setting up the accounting books and filing tax returns.

Finally, the client should be given a "request for reimbursement" form with instructions for its use (see Law Reference to Document Form #218 Request For Reimbursement From Limited Liability Company).

If the client is transferring an existing business, then the lawyer should review with the client the Letter To Client re Transfer of Business (Document Form #216) so that the client will have a written list of who, at a minimum, should be informed of the formation.

Procedure 15 — Registering Fictitious Name (Optional)

See the Law Reference to Document Form #256 Notice of Fictitious Name for an explanation of the reason for registration. The requirements of the statute should be followed closely.

The Notice of Fictitious Name (Document Form #256) should be sent to the newspaper with the Letter To Newspaper To Publish Fictitious Name (Document Form #257). The newspaper must be one that meets the statutory requirements for a newspaper publishing legal notices. The newspaper will usually send the law office a copy of the publication, which should be checked by the lawyer or legal assistant for errors. After publishing, the newspaper will send the law office an affidavit with a clipping of the notice as proof that it has been published properly.

The Application for Registration of Fictitious Name (Document Form #258) should be filled in and sent to the Florida Division of Corporations with the correct filing fee. This can be fax filed if the lawyer has a Prepaid Sunbiz E-File Account.

As an alternative, this can be filed online here: <https://dos.myflorida.com/sunbiz/forms/fictitious-name/> .

A copy of the filed Application should be sent to the client, a copy should be placed in the limited liability company Documents Book, and another copy should be placed in the minutes/documents file.

Procedure 16 — Paying Documentary Stamps

After all of the documents in the Minutes and Documents Books have been signed, documentary stamps taxes should be paid on any promissory notes and any other taxable documents, as required by law. The client's accountant should be asked to assist the client in doing this because it is a tax matter rather than a legal matter.

If a Membership Purchase Agreement has been signed, the legend required on the membership certificates should be typed on the reverse side of each certificate and the certificates should be delivered to each member.

Procedure 17 — Holding Annual Meetings of Members and Managers

The annual meetings of members and managers are usually informal. It is sometimes helpful to prepare an agenda and script for the chairman if there are many members, but that is not usually done in closely held limited liability companies. Notices of the meetings are not ordinarily sent because a call and waiver of notice is usually signed by all of the members and managers (see Document Forms #301 and #302). A form for notice of meeting is provided in this book (see Document Form #700) in case it is needed.

The annual meetings need not be held at any certain time as long as they are held annually and in accordance with the Operating Agreement. Sometimes it is convenient to meet annually during the last month of the limited liability company's fiscal year in order to make decisions regarding employee compensation and benefits. It may be convenient to hold the meetings two or three months after the end of the fiscal year so that the previous year's financial statements will be available to review at the meeting. The most important concern is that the annual meetings be held and not be put off.

The lawyer should meet with the client for the annual meeting because it involves the rendering of legal advice. Fact Sheet III should be completed during the annual meeting; it contains a checklist of the optional resolutions that were listed on Fact Sheet II, plus additional resolutions which may be adopted. The selection of a resolution automatically chooses the resolution paragraph from Document Form #600 to be typed in the minutes of the meeting, just as it did when using Fact Sheet II for the organizational meeting. The blank at the end of the list of optional resolutions should be checked if additional resolutions have been drafted and attached to Fact Sheet III. The standard documents listed at the end of Fact Sheet III will be typed unless

they are crossed out; the optional documents desired should be checked from the list below the standard documents' list.

Procedure 18 — Typing Part III (Annual Meeting) Documents

This procedure is similar to Procedures 4 (Formation) and 12 (Organizational Meeting), which should be referred to. Fact Sheet III lists the standard and optional documents to be typed and contains all of the information necessary to fill in the blanks. If the options for amending the Articles of Organization or Operating Agreement or for changing the registered agent or office have been selected, see the applicable procedure in Procedures 21, 22 or 23.

Procedure 19 — Sending Copies of Minutes and Documents to Client

The client's copies of major documents, such as organizational meeting minutes, limited liability company documents, annual meeting minutes, special meeting minutes and other documents prepared for the limited liability company, should be sent to the clients and to the other persons listed in the Limited Liability Company Directory to receive copies of documents, including the accountant, if so indicated.

A copy of every letter and document received or prepared in the client's behalf should also be filed in either the general file or the minutes/documents file. When documents to be signed are sent to the client with the client's copies of the documents, notes should be attached designating which documents should be signed and returned and which should be kept.

Procedure 20 — Following Up After Annual and Special Meetings

After the client returns the signed minutes of an annual or special meeting, the following should always be done: the Limited Liability Company Directory (#108) and Status Sheet (#109) should be updated (See Procedure 9); the List of Current Members, Managers and Officers (#208) should be updated; the Tables of Contents of the Minutes and Documents Books should be updated; the limited liability company's Minutes and Documents Books and the office files should be checked to be sure that all work has been done.

Procedure 21 — Amending Articles of Organization (Optional)

See the Law Reference to Document Form #703 Articles of Amendment To Articles of Organization for an explanation of the legal requirements for amending the Articles. After the limited liability company's members have approved the amendment, the Articles of Amendment are signed and filed with the Division of Corporations of the Florida Department of State. The procedure is similar to that for filing Articles of Organization; a signed copy of the Articles of Amendment should accompany the signed original so that the State can date-stamp it, attach a certification and return it to the law office for filing in the Documents Book. The filing fee

should also be sent to the State (see "Fees of Division of Corporations" behind the How To Use tab). The Limited Liability Company Status Sheet should be updated after amending the Articles of Organization. If the Articles of Organization are amended to change the name of the limited liability company, the availability of the limited liability company name should be checked (see Procedure 2), the operating agreement should be amended (see Procedure 22) and the List of Whom To Notify After Name Change (Document Form #704) should be sent to the client

Procedure 22 — Amending Operating Agreement (Optional)

The members should take the appropriate action to amend the Operating Agreement in accordance with the Articles of Organization, the Operating Agreement, and the Florida Revised Limited Liability Company Act. The Amendment To Operating Agreement (Document Form #705) can then be prepared, signed and placed in the Documents Book. A copy should be sent to the client and other persons named on the Limited Liability Company Directory to receive copies, and a copy should be placed in the minutes/documents file. Amendments to operating agreement are not filed with the State. The Limited Liability Company Status Sheet should be updated after amending the operating agreement.

Procedure 23 — Changing Registered Office or Agent

The Statement of Change of Registered Office or Agent (Document Form #708, which is available from the Department of State; see "Useful Supplies and Equipment" behind the How To Use tab) should be filled in and signed by the registered agent (new one) and by an officer or manager. The signed original should be sent with a signed copy to the Division of Corporations, Florida Department of State, with the proper filing fee (see "Fees of Division of Corporations" behind the How To Use tab). The State will return the copy date-stamped so that it can be filed in the Documents Book. Photo copies should be sent to the client and placed in the minutes/documents file.

Procedure 24 — Using the Quarterly Limited Liability Company Action Report

For an explanation of the purpose of this form, see the Law Reference to Document Form #400. This form is actually Fact Sheet IV, but it is designated a Document Form because it is filled in by the client.

To most efficiently manage a limited liability company practice, this form and its cover letter (Document Form #401 Letter To Client With Quarterly Limited Liability Company Action Report) should be sent to all limited liability company clients simultaneously at the beginning of each new calendar quarter (January, April, July and October). Reminder 12 should be set for each limited liability company client to remind the staff to send the forms and letters. It is important

that they be sent timely because the client will be expecting this service, based on the previous discussions with the lawyer and previous letters.

The lawyer will review the Report when the client returns it and will decide which documents should be prepared from those listed on Checklist IV. The standard and optional documents are listed on the checklist rather than on the fact sheet. If the lawyer decides that special meeting minutes should be prepared, it will be necessary to determine the time and place of the meeting and fill them in on Checklist IV.

Procedure 25 — Typing Part IV (Special Meeting) Documents

This procedure is similar to Procedure 18 (Annual Meeting) except that the standard and optional documents are listed on Checklist IV instead of a fact sheet. There is no fact sheet for this part; there is a Quarterly Limited Liability Company Action Report which is filled in by the client instead.

Procedure 26 — Filing Annual Reports With Department of State (Part V)

The Law Reference to Document Form # 501 Annual Report To Department of State explains the legal requirements for this form. A reminder to file the form is usually sent by the State to all limited liability companies in the month of January, but this should not be relied on because the limited liability company will be dissolved if the Annual Report is not timely filed whether or not the form was received.

Procedure 27 — Using Return Address Envelopes

Whenever a document is sent to the client for signature, a number 9 envelope with your address printed as the addressee can be included for the client's convenience. This will help assure the prompt return of the signed document. The envelopes can be printed in different colors to signify different types of matters. Their size is slightly smaller than the standard number 10 business envelope so that they fit into a number 10 without folding.

LAW REFERENCES

LAW REFERENCES TO DOCUMENT FORMS

The purpose of these Law References is to explain why the author included each Document Form in this book and to set forth the statutory basis for certain forms. For that reason, these Law References appear in the same order in which the Document Forms appear in the section of this book reserved for them. The Forms that require no explanation are omitted from these References.

Law Reference to # 101 Articles of Organization

Statute: F.S. § 605.0201

This statute sets forth the minimum contents of the Articles of Organization as well as some of the optional contents, such as a declaration as to whether the limited liability company is manager-managed instead of being member-managed.

Document Form 101 is fairly simple because the Articles of Organization are usually written in broad language to avoid frequent amendments. Detailed provisions for internal limited liability company affairs are best left to the Operating Agreement, which is not on public record and which can be changed by the limited liability company without filing an amendment with the State.

However, if the members or managers are likely to disagree over any matter, then that matter should be stated in the Articles of Organization to avoid a future dispute.

Many provisions may be added to the Articles of Organization in addition to those shown in this form and may be found in many legal forms books.

Name. F.S. § 605.0112 requires that the limited liability company name contain the words "limited liability company" or the abbreviation "L.L.C." or "LLC" to clearly indicate that it is a limited liability company instead of a natural person, partnership, corporation, or other business entity. The name must also be distinguishable from the names of all other entities or filings on file with the Florida Department of State, unless the written consent of the other entity is filed with the Articles and the limited liability company name is such that it is not identical to the other name. It is important to note that the filing of the Articles of Organization with a specific name does not include the adjudication of the legality of such use. Thus, a name to which another claims a federal or common law trademark should not be used in a limited liability company name without permission.

Registered Agent and Office. F.S. § 605.0113 requires the appointment of an initial registered agent and initial registered office in the State of Florida. The registered agent's business address must be identical with the registered office. The Registered Agent should accept that position by signing the Articles.

Purpose. F.S. § 605.0108 states that a limited liability company may have any lawful purpose. Unless member disagreement over limited liability company purposes is likely, such a broad purpose should be sufficient. A specific purpose clause can also be included to state the specific business that is initially contemplated.

Powers. Note that it is not necessary to enumerate the powers of the limited liability company because F.S. § 605.0109 grants broad powers.

Law Reference to # 102 IRS Form SS-4 Application for Employer Identification Number

This form is required even if the limited liability company will not have employees because this number is the identifying number of the limited liability company for all federal tax purposes. It should be applied for immediately upon formation so that it can be given to banks and others needing it. It is best if the limited liability company's accountant prepares and files this form.

Law Reference to # 104 Engagement Letter to Client

The primary purpose of this letter is to confirm the representation and the manner of determining fees and costs.

Law Reference to # 107 Letter to Client With Copy of Filed Articles

In addition to providing the client a copy of the filed Articles of Organization, this letter advises the client immediately upon formation that the State of Florida will dissolve the limited liability company if the client fails to file Annual Reports timely. This is important because filing those reports is absolutely necessary to maintain limited liability company existence.

Law Reference to # 108 Limited Liability Company Directory

The purpose of this Directory is to provide a convenient place to record the names and addresses of all those involved in the limited liability company. It should always be kept current.

Law Reference to # 109 Limited Liability Company Status Sheet

The purpose of the status sheet is to provide a convenient place to record certain details of the limited liability company which the lawyer may need to refer to later. It is a quick-reference checklist because it shows that Annual Reports have been filed and Annual Meetings have been held. It is also helpful because it lists the optional Document Forms which have been used. The best place to keep the Limited Liability Company Status Sheet and Limited Liability Company Directory is in an office notebook for all limited liability company clients. In that way, it is easy

to review the status of all limited liability companies by reviewing one notebook instead of many bulky files.

Law Reference to # 150 Application to Reserve Name (Optional)

Statute: F.S. § 605.01125

For a fee, the Department of State will reserve the exclusive use of a limited liability company name. The application must be signed by the person reserving the name. This procedure is useful when there will be a delay in having the Articles signed and filed, or when the clients have not finally decided to form an LLC but want to reserve the name. The client can sign the application, but this form is set up for the attorney to sign the letter and reserve the name. The name is reserved for a period of 120 days and may not be renewed. The reservation may be transferred to another person by filing proper notice with the State.

Law Reference to # 151 Letter Thanking Referral (Optional)

A primary source of many new clients is referrals from other clients, businesses, friends or relatives. The lawyer should never forget to thank the person who refers a new client. Therefore, it is best to include a thank you letter as a form to use during formation. The letter can be supplemented by a personal telephone call or similar expression of appreciation. But the lawyer should avoid disclosing any confidential information in doing so. It may be sufficient to thank them for the referral without acknowledging that an attorney-client relationship was entered into and without providing any information regarding the matter.

Law Reference to # 200 Authentication of Minute Book

The purpose of this form is to formally identify the official Minute Book of the limited liability company. This form also makes the Documents Book a part of the Minute Book by the doctrine of incorporation by specific reference.

The author has found that if all of the legal documents that are prudent for a limited liability company to have are filed in the normal letter-size minute book, the book quickly becomes overstuffed, unwieldy and unorganized. Therefore, placing the Articles of Organization, Operating Agreement, leases and similar documents into a separate binder designated as the Documents Book, which is legally incorporated by reference into the Minute Book, may be a more practical way of dealing with this.

Law Reference to # 202 Minutes of Organizational Meeting

F.S. § 605.04073 sets forth the rules for meetings and voting rights of members and managers.

The Florida Revised Limited Liability Company Act does not mention an organizational meeting, but holding one allows the clients the opportunity to discuss the details of formation of the limited liability company and its governance and business.

Similarly, the Act generally does not require meetings and minutes of meetings of members or managers of limited liability companies, but it allows them to be held and taken, both of which are appropriate and helpful.

Minutes should be written with the understanding that they may be reviewed in the future in three important ways: in a dispute between members, managers or officers; in litigation with creditors or others against the limited liability company; and in audits by the Internal Revenue Service.

Law Reference to # 203 Authentication of Documents Book

This form formally identifies the official Documents Book of the limited liability company.

Law Reference to # 206 Operating Agreement

F.S. § 605.0105, F.S. § 605.0106, F.S. § 605.0107

These statutes sets forth what is and is not allowed in the operating agreement and that the operating agreement governs the relations among the members as members and between the members and the limited liability company, the rights and duties of managers, the activities and affairs of the limited liability company and the conduct of those activities and affairs, and the means and conditions for amending the operating agreement. The statute allows a wide variation in the provisions of operating agreements.

This form is a very basic operating agreement. More detailed provisions can be found in the numerous forms books available in the legal publishing market.

Law Reference to # 208 List of Current Members, Managers and Officers

This form provides a page in the Documents Book that contains a list of the current members, managers, and officers. The list should be kept current by updating after each meeting.

Law Reference to # 209 Bank Account Resolution and Signature Cards

When a limited liability company opens a bank account, the documents that the bank has the limited liability company authorized representatives sign usually contain a resolution and a certification to the bank that the resolution was adopted by the limited liability company. Placing a copy of these signed bank resolution and signature documents in the Documents Book assures

that the resolution is properly recorded in the records. The bank's form of resolution is specifically referred to in the standard Minutes of Organizational Meeting.

Law Reference to # 210 IRS Employer Identification Number

The Internal Revenue Service processes Document Form #102 IRS Form SS-4 by sending a notice of new employer identification number assigned to the address listed on the Form SS-4. That notice should be placed in the Documents Book because it is the entity's official number for all federal tax purposes.

Law Reference to # 211 [Reserved]

Law Reference to # 212 Membership Register

Statute: F.S. § 605.0410

The purpose of this form is to comply with the above statute, which requires that the limited liability company keep a record of its members and managers.

Law Reference to # 213 Members' Ledger

The purpose of this form is to provide an accurate list of memberships owned by each member and a record of how it was acquired. There is a separate ledger page for each member.

Law Reference to # 214 Specimen Form of Membership Certificate

This form is included to show a form of a membership certificate. The membership certificate forms are usually printed and come as part of the limited liability company kit with the minute book, but there is no reason why they cannot be typed.

Law Reference to # 215 Letter to Client After Formation

F.S. § 605.0212

This letter reminds the client again that the failure to file just one annual report with the Florida Department of State will cause the limited liability company to be administratively dissolved. The letter explains other matters regarding the new entity.

Law Reference to # 216 Letter to Client Re Transfer of Business

This letter is used only if the consideration for issuance of membership is the transfer of a business. The letter provides the client with a checklist of persons to notify of the change in legal status to a limited liability company.

Law Reference to # 217 Bill For Formation

The purpose of this form is to show the client what services were provided by the lawyer and staff to form the limited liability company. If the client has been sent copies of all letters and documents prepared on its behalf, the client will already have a fairly good idea of the extent of work involved. The bill should remind the client of that by describing in detail what the lawyer and staff did. For these reasons, although this Form Document includes a number of optional paragraphs describing the work done to prepare the optional documents, the lawyer should personalize every bill to describe things done for that individual client in addition to the standard things.

Law Reference to # 218 Request for Reimbursement From Limited Liability Company

The purpose of this form is to make it simple for a member, manager, officer or employee to document expenses for reimbursement by the limited liability company. This form provides a method to systematically seek reimbursement for these items. The limited liability company may treat the request the same as any other invoice and issue payment for reimbursement. The client should integrate this form into the limited liability company's accounting system by seeking and following advice from its accountant.

Law Reference to # 250 Assignment and Bill of Sale to Limited Liability Company

This form is used when the consideration for issuance of membership is the transfer of a business. This document conveys the business assets to the limited liability company. The assets should be listed on Schedule "A". It is advisable to obtain the list of assets from the limited liability company's accountant and to compare it to the limited liability company's initial balance sheet. Otherwise, the accounting books may be inconsistent with the legal books, which could create problems in a tax audit.

Law Reference to # 251 Unsecured Promissory Note From Limited Liability Company

This form may be used when the consideration for issuance of membership is the transfer of a business.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

The tax effect of issuance of membership in exchange for transfer of a business is beyond the scope of this book. The tax structure should be fully discussed by the client with its accountant.

Law Reference to # 252 [Reserved]

Law Reference to # 253 Promissory Note From Limited Liability Company

The purpose of this form is to document a loan made to the limited liability company by a member. The note contains the simple provisions for a negotiable promissory note under the Florida Uniform Commercial Code, and includes an acceleration clause and attorneys fees.

When a note is signed by the limited liability company, there should be minutes of a meeting of the members or managers, consistent with the articles of organization and operating agreement, authorizing the borrowing of those funds and the execution of the note.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

Law Reference to # 254 [Reserved]

Law Reference to # 255 [Reserved]

Law Reference to # 256 Notice of Fictitious Name

Statute: F.S. § 865.09

The Florida Fictitious Name Act requires anyone who engages in business under a fictitious name to register it with the Florida Division of Corporations after the proper notice has been published. A fictitious name is any name under which business is transacted other than the legal name. Thus, for a limited liability company engaged in business, a fictitious name would be any name other than the exact name on its Articles of Organization. The notice must be published once in a legal newspaper. This Document Form is the notice which is published in the newspaper.

Law Reference to # 258 Application for Registration of Fictitious Name

Statute: F.S. § 865.09

This is the application for a limited liability company doing business under a fictitious name which must be filed with the Florida Division of Corporations.

Law Reference to # 260 Lease Agreement for Realty

This form provides for the rent and terms of the lease of real property to a limited liability company by a member, manager, officer or other person related to the limited liability company.

It is a net lease in that all expenses, including taxes, utilities, insurance and repairs, are to be paid by the corporate lessee.

The limited liability company's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 261 Assignment of Lease

The purpose for this form is to document the fact that the limited liability company has assumed a lease entered into between a third party and a member, manager, officer or other person related to the limited liability company. This form includes a written consent to be signed by the landlord because most leases contain a provision prohibiting assignment without consent. The form also includes an optional paragraph for the release of the original tenant from personal liability on the lease.

Law Reference to # 262 Lease Agreement for Personalty

This form has the same purpose as the two above. The personalty leased may consist of furniture, office equipment, machines, and other personal property that the members, managers, officers or others own and do not desire to sell or otherwise transfer title to the limited liability company. The rent for these items should be documented on Schedule "A" of this lease and should be paid pursuant to the lease. This is a net lease, also, because the limited liability company lessee must pay all expenses. The limited liability company's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 263 Lease Agreement for Motor Vehicles

This form is very similar to the Lease Agreement for Personalty because motor vehicles are personal property. However, this form has additional provisions which relate specifically to motor vehicles, including provisions for maintenance, repairs, taxes, licenses and registration. Each vehicle should be described in detail and its monthly rent listed. If the same person leases multiple vehicles to the limited liability company, it may become subject to state laws regulating vehicle leasing. The limited liability company's accountant should assist the client with filing and paying any sales tax returns due as a result of the lease.

Law Reference to # 264 [Reserved]

Law Reference to # 265 Employment Agreement

This form documents the base salary and other terms of employment between the limited liability company and employees who are members, managers or officers of the limited liability company.

Law Reference to # 300 Letter to Client Re Annual Meeting

This letter reminds the client to hold the annual meeting.

Law Reference to # 301 Minutes of Annual Meeting of Members

This Document Form consists of three parts:

Call and Waiver of Notice, which serves both as a call of the meeting and as a waiver of notice. This form should be signed by all of the members.

Minutes, which state when and where the meeting was held, who was there, who presided and what business was conducted.

Ratification, which states that each of the members ratifies and approves the minutes as being an accurate record of the meeting. It is prudent, but not legally required, that each member sign this form.

Law Reference to # 302 Minutes of Annual Meeting of Managers

This Document Form is arranged in the same manner as #301 Minutes of Annual Meeting of Members above.

Law Reference to # 304 Bill for Annual Meeting and Minutes

See the Law Reference for #217 Bill for Formation above.

Law Reference to # 400 Quarterly Limited Liability Company Action Report

The purpose of this Report is best described in # 215 Letter To Client After Formation.

Law Reference to # 402 Minutes of Special Meeting

The optional resolution paragraphs to be used in the minutes are listed by number on the Quarterly Limited Liability Company Action Report. Thus, each limited liability company action corresponds to a specific resolution so that preparation of the minutes is simplified. Resolutions can be drafted for any actions not included in #600 Resolution Paragraphs.

Law Reference to # 404 Bill for Special Meeting of Managers Minutes

See Law Reference for # 217 Bill For Formation.

Law Reference to # 500 Letter to Client Re Annual Report to Department of State

The book's previous letters to the client have stressed the importance of filing Annual Reports with the Department of State to avoid being administratively dissolved (see # 107 Letter to Client With Copy of Filed Articles and # 215 Letter to Client After Formation). This letter is sent to the client in the month of January each year to remind the client that the Annual Report for that year must be filed by May 1. If the client wants the lawyer to file the Annual Report, then the steps in Checklist V should be followed.

Law Reference to # 501 Annual Report to Department of State

F.S. § 605.0212

This form, furnished by the Florida Department of State, should be prepared by the law firm if the client has so indicated. The information to be shown on the form is to be determined as of the date of filing. Failure to file the Annual Report will, in addition to causing administrative dissolution of the limited liability company, preclude the limited liability company from maintaining or prosecuting any lawsuit in any court of the State until the Annual Report is filed and all fees and penalties are paid.

Law Reference to # 600 Resolution Paragraphs

This Document Form consists of optional resolution paragraphs to be used in the minutes of meetings of members and managers. The paragraphs are referred to by paragraph number in the Fact Sheets and Checklists. Each paragraph number begins with the number "6" so that it corresponds to this main Document Form number 600.

Law Reference to # 700 Notice of Meeting

This miscellaneous form is included because there are times when one or more members or managers are unwilling to sign a waiver of notice. This notice of meeting should be sent within the time required by the statutes, articles, and operating agreement.

Law Reference to # 701 Minutes of Special Meeting of Members and Managers

This form is included in case a meeting of both Members and Managers is held, whether or not required.

Law Reference to # 702 Proxy

Statute: F.S. § 605.04073

A proxy is a person appointed by a member to take its place at a meeting and to vote for the member. The proxy is also the name of the instrument appointing the proxy.

Law Reference to # 703 Articles of Amendment to Articles of Organization

Statute: F.S. § 605.0202

The statute authorizes the amendment to the Articles of Organization and sets forth the required contents of the Articles of Amendment, which must be filed with the Department of State with the proper filing fee.

Law Reference to # 704 List of Whom to Notify After Name Change

This is a list to be sent to the client after the Articles of Organization have been amended to change the name of the limited liability company. Also see # 216 Letter to Client Re Transfer of Business for similar comments.

Law Reference to # 705 Amendment to Operating Agreement

This is an example of the form of an amendment to the operating agreement. This should not be filed with the Department of State but should be placed in the Documents Book.

Law Reference to # 708 Statement of Change of Registered Office or Agent

Statute: F.S. § 605.0114

The statute requires that this form be filed with the Department of State whenever the registered agent or office is changed.

Law Reference to # 709 Promissory Note to Limited Liability Company

This is the form to use when a member, officer, manager or person similarly related to a limited liability company borrows money from the limited liability company. See Law Reference to Document Form # 253 Promissory Note From Limited Liability Company for similar comments.

The client's accountant should be asked to assist the client in paying Florida documentary stamp tax on the note because it is a tax matter rather than a legal matter.

Law Reference to # 710 [Reserved]

Law Reference to # 711 Written Action by Consent in Lieu of Meeting of Members

Statute: F.S. § 605.04073

This statute allows the members to adopt resolutions without a meeting if sufficient members sign a written consent. The statute does not specifically require unanimous consent of members. Instead, it depends on how many members are required by the articles of organization or operating agreement to approve the action. This document should be placed in the Minute Book because it acts in place of a meeting vote. Further procedures are set forth in the statute.

Law Reference to # 712 Unanimous Written Action by Consent in Lieu of Meeting of Managers

Statute: F.S. § 605.04073

This statute allows the managers to adopt resolutions without a meeting if all of the managers sign a written consent. Less than unanimous consent is not sufficient. This document should be placed in the Minute Book because it acts in place of a meeting vote.

END OF EBOOK