**Operating Agreement**

**Master Labor Resources, LLC**  
Effective Date: October 1, 2024

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**Article 1: Formation**

Master Labor Resources, LLC ("the Company") is a Limited Liability Company organized under the laws of the State of Florida. The Articles of Organization were filed with the Florida Division of Corporations.

**Article 2: Name and Principal Place of Business**

The name of the company is **Master Labor Resources, LLC**. Its principal place of business is:  
6705 Village Grove Ct  
Tampa, Florida 33615

**Article 3: Purpose**

The primary purpose of the Company is to provide staffing services, specifically qualified personnel, to companies within the State of Florida, ensuring businesses meet their workforce needs efficiently and effectively.

**Article 4: Management Structure**

1. **Management**: The Company will be managed by Rafael Veloz .
2. **Managers**: Rafael Veloz, shall serve as the initial manager(s) of the Company.
3. **Authority**: The Manager(s) has the authority to oversee operations, enter into contracts, and make decisions for the Company, except where restricted by this Agreement or Florida law.

**Article 5: Membership Interests**

1. **Members**: Members shall own percentage interests in the Company based on their capital contributions.
2. **Ownership Rights**: Each Member’s percentage interest determines their share of profits, losses, and voting rights unless specified otherwise.

**Article 6: Capital Contributions**

1. **Initial Contributions**: Each Member shall contribute initial capital as follows:
   * Rafael Veloz : $2.000
2. **Additional Contributions**: Additional contributions may be required upon a unanimous vote by the Members.

**Article 7: Profits and Losses**

Profits and losses of the Company shall be allocated to Members based on their ownership percentages unless otherwise agreed upon in writing.

**Article 8: Distributions**

The Company shall distribute profits to Members quarterly, provided sufficient reserves are maintained for business operations and obligations.

**Article 9: Meetings and Voting**

1. **Meetings**: Members shall meet annually to discuss business operations, financials, and other matters.
2. **Voting Rights**: Each Member has voting power proportional to their ownership percentage. Decisions require a majority vote unless otherwise specified in this Agreement.

**Article 10: Duties and Restrictions**

1. **Fiduciary Duty**: Members and Managers must act in good faith and in the best interest of the Company.
2. **Non-Compete**: Members shall not engage in competing businesses within Florida without written approval.

**Article 11: Indemnification and Liability**

1. **Indemnification**: The Company shall indemnify Members and Managers against liabilities incurred during lawful operations.
2. **Limited Liability**: Members are not personally liable for Company debts or obligations beyond their capital contributions.

**Article 12: Dissolution and Termination**

1. **Dissolution**: The Company may be dissolved upon:
   * A unanimous vote by the Members.
   * A court order or statutory mandate.
2. **Asset Distribution**: After settling debts, remaining assets shall be distributed to Members based on ownership percentages.

**Article 13: Miscellaneous Provisions**

1. **Amendments**: This Agreement may be amended by a unanimous vote of the Members.
2. **Governing Law**: This Agreement shall be governed by the laws of the State of Florida.
3. **Severability**: If any provision is deemed invalid, the remaining provisions shall remain enforceable.

**Acknowledgment and Acceptance**

By signing below, all Members agree to the terms and conditions of this Operating Agreement as of the effective date.

**Signatures**:  
Member Name: \_Rafael Veloz \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_12/01/2024\_\_\_\_\_\_\_\_\_\_\_\_

Member Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_