

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
O'Flanagan All-Purpose Services LLC**

This Single-member LLC Operating Agreement represents O'Flanagan All-Purpose Services LLC that was formed in the State of Ohio on February 22nd 2019, hereinafter known as the "Company".

James O'Flanagan of 250 Donaldson Dr, Munroe Falls, Ohio, 44262 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business

The name of the Company is O'Flanagan All-Purpose Services LLC with a principal place of business at 250 Donaldson Dr, Munroe Falls, Ohio, 44262. The mailing address shall be the same address as the principal office location.

2. Registered Agent

The name of the Registered Agent is James O'Flanagan with a registered office located at 250 Donaldson Dr, Munroe Falls, Ohio, 44262 for the service of process as of February 28th 2019. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Ohio.

3. Formation

The Company was formed on February 28th 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Ohio (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member Capital Contributions

The Member of the LLC shall contribute the following upon execution of this operating agreement:

1. Equity capital as necessary to conduct business.
2. Debt capital as necessary to conduct business.
3. Member(s) may contribute additional equity and/or debt capital going forward as deemed necessary by Member(s) proportional to their ownership.
4. Lines of credit to be provided from Member as needed from time to time. Operating agreement will be amended to reflect financing arrangements. The amended operating agreement shall be kept at the place of business.

7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member's shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Ohio.

11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or

threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

No member shall sue any other member, period.

14. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Ohio. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

15. Activities of The Business

There are three separate businesses conducted by O'Flanagan All-Purpose Services.

- 1) Engineering Services. First and Foremost, O'Flanagan All-Purpose Services is an engineering firm. That may mean several things to several people, however, that means engineering financial solutions, engineering software solutions, as well as contracting actual engineering solutions.
- 2) Software Solutions. To provide third-party software solutions to those who need them. These could be financial, design, engineering, or any other related task. The Member can provide these services and/or sub-contract them out.
- 3) Investments. The function of this business is primarily real estate investment and to solicit investment from others to conduct such activity. Other corporate entities may be formed by O'Flanagan All-Purpose Services LLC for such business activities.

Addendum 4/1/2019

The sole LLC member, James E O'Flanagan, is hereby authorized to conduct any and all transactions, including but not limited to opening, closing, deposing, and withdrawing in any account to carry out company business. The sole member may also has full authorization to trade on margin on behalf of the LLC in its role as general partner of Landlord Investing Limited Partners (LP).

Addendum 6/1/2019

Capital to be added at member discretion. \$5500 added.

Addendum 9/4/2019

Member to enter in to Worker's compensation agreement with the State of Ohio for all necessary coverage to execute appropriate contracts. Member is also authorized to enter into any other General or specific liability insurance contracts as the contract(s) dictate.

Addendum 10/8/2019

Official meeting with managing member James O'Flanagan and several investors. Member capital contribution made. Marketable securities made. See journal entry for details.

Addendum 11/30/2019

W3 Wealth Management possesses dissolution directions. Upon death or disability of Member, contact Andrew Lamb, W3 Wealth Management.

Addendum 4/1/2020

Managing member held meeting with investor partners, and employees at company address. The managing member of the LLC, James O'Flanagan explained that the best path forward was to accept SBA funding for coronavirus relief.

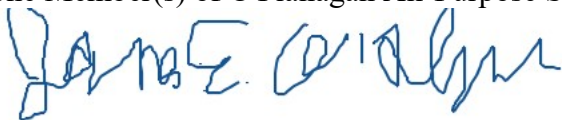
LLC is authorizes managing member James O'Flanagan to conduct any and all transactions to that end, whether that be EIDL or PPP, or another form of funding.

Addendum 7/27/2020

Managing member James O'Flanagan authorizes acceptance of the Economic Injury Disaster Loan. All documents have been provided to SBA and the LLC is authorized to accept payment into the company checking account. The loan amount is \$16,000 for the EIDL loan.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on March 8th 2019.

The Member(s) of O'Flanagan All-Purpose Services LLC

A handwritten signature in blue ink, appearing to read "James O'Flanagan", written over a horizontal line.

James O'Flanagan