

**SOLE MEMBER LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF
VIRTUALLY DONE LLC.**

A HAWAII Limited Liability Company

This Limited Liability Company Operating Agreement (the "Agreement") is entered into as of the December 8, 2021,

BETWEEN: **SHARESE LEE K LANGSI** (the "Member"), is an individual with his/her main address located at

HC 2 BOX 6830
KEAAU, HI 96749

AND: **VIRTUALLY DONE LLC** (the "Company"), a corporation organized and existing under the laws of the HAWAII with its head office located at:

HC 2 BOX 6830
KEAAU, HI 96749

NOW THEREFORE, the Member executes this Agreement as the sole member of the Company for good and valuable consideration and agrees as follows:

1. FORMATION

The Member has formed the Company by causing a Certificate of Formation (the "Certificate") conforming to the requirements of the HAWAII Limited Liability Company Act (the "Act") to be filed in the Office of the Secretary of State for the State of HAWAII.

To the extent that the rights or obligations of the Member or the Company under provisions of this Operating Agreement differ from what they would be under HAWAII law absent such a provision, this Agreement, to the extent permitted under HAWAII law, shall control.

2. NAME AND PRINCIPAL OFFICE

The name of the Company is VIRTUALLY DONE, LLC. The affairs of the Company shall be conducted under such name or such other name as the Member may, in its sole discretion, determine. VIRTUALLY DONE LLC hereby grants the Company the right, at no cost, to use the fictitious business name VIRTUALLY INSPIRED MOM for the term of the Company as set forth hereof.

The principal office of the Company shall initially be located at KEAAU, HI. The Member may change the location of the principal office of the Company at any time.

3. REGISTERED AGENT AND OFFICE

The Company's initial agent (the "Agent") for service of process is SHARESE LEE K LANGSI. The Agent's registered office is located at KEAAU, HI. The Company may change its registered office, its registered agent, or both, upon filing a statement with the HAWAII Secretary of State.

4. PURPOSE AND POWERS

The Company is created for the following business purpose:

TO CREATE BLOG POSTS AND SOCIAL MEDIA POSTS WITH RECOMMENDATIONS FOR SOME PRODUCT AND TO BE SOLD ON ETSY AND RED BUBBLE.

The Company shall have all of the powers of a limited liability company set forth under HAWAII law.

5. TERM AND TERMINATION

The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of HAWAII.. The Company will operate until terminated as outlined in this Agreement unless:

1. The Member dissolves the Company;

2. No Member of the Company exists anymore;
3. It becomes unlawful for either the Member or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or HAWAII law.

6. MEMBERS

This is a single member LLC and the name and address of the sole member is as follows:

SHARESE LEE K LANGSI, HC 2 BOX 6830, KEAAU, HI

Individuals involved in the activities of the Company may be admitted to the Company as additional members ("Additional Members") on such terms and conditions determined by the Member above in his/her sole discretion.

Each Additional Member shall be admitted only if he or she has executed this Agreement or an appropriate amendment to it in which he/she agrees to be bound by the terms and provisions of this Agreement as they may be modified by that amendment. Admission of a new Member shall not cause the dissolution of the Company.

7. INITIAL CAPITAL CONTRIBUTION

Each Additional Member shall make an initial contribution to the Company. The Initial Contribution of the current Member is described as follows:

[MEMBER NAME]
[CONTRIBUTION AMOUNT AND PERCENTAGE]

Member may make additional capital contributions to the Company from time to time as the Member wishes. No interest will be paid on capital contributions.

8. LIMITED LIABILITY OF THE MEMBERS

Except as otherwise provided for in this Agreement or otherwise required by HAWAII law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court.

The Member including any Additional Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

No Member shall be liable to any other Member for honest mistakes in judgment or for action or inaction taken in good faith for a purpose that was reasonably believed to be in the best interests of the Company, or for losses due to such mistakes, action or inaction, or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company; provided that such employee, broker or agent was selected, engaged or retained with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this Paragraph shall not be construed so as to relieve (or attempt to relieve) any person of any liability incurred (i) as a result of recklessness or intentional wrongdoing, or (ii) to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, provided that this Paragraph shall be construed so as to effectuate the provisions hereof to the fullest extent permitted by law.

9. DEATH, INCOMPETENCY OR TERMINATION OF A MEMBER

In the event of Member's death, permanent physical or mental disability, incompetence, withdrawal from the Company, or bankruptcy, the Member shall cease to be a Member of the Company. The Company shall not dissolve or terminate, but its business shall be continued without interruption or without any break in continuity by the remaining Members, with the remaining Member continuing to serve as the sole Managing Member unless he or she appoints an additional Member, in his or her sole discretion.

Unless there are one or more other members of the Company, the person who is the holder of the Member's interest immediately after the Member ceases to be a

member will become a Member. If there are one or more other members of the Company at the time the Member ceases to be a member, the person who is the holder of the Member's interest immediately after the Member ceases to be a member will become a Member with the consent of other remaining Additional Members.

10. ACCOUNTING AND DISTRIBUTIONS

The Company's fiscal year shall end on the last day of December. The entire net profit or loss of the Company for each fiscal year will be allocated to the Member and must be reported by the Member on all federal, state and local income and other tax returns required to be filed by the Member.

The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business. The books and records are to be available for inspection by the Member at the principal office of the Company.

All financial records including tax returns and financial statements will be held at the Company's principal office and will be accessible to all Members.

Cash distributions from the Company may be made from time to time to the Member, as the Member directs. If Additional Members exist, then each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

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

The funds, assets, properties, and accounts of the Company must be maintained separately, and may not be commingled with those of the Member or any other person.

11. MANAGEMENT OF THE COMPANY

All business of the Company shall be conducted and managed by the Member in accordance with this Agreement and the laws of the State of HAWAII. Member shall solely make all decisions respecting the management, operation and control of the

business and affairs unless there were Additional Members in the Company.

Actions by the Member relating to the management of the Company may be memorialized in written resolutions signed by the Member, but written resolutions are not required to authorize action by the Member.

The Member is the agent of the Company and has authority to bind the Company on all matters. The authority of the Member includes, without limitation, the authority to: (a) sell, lease, exchange, mortgage, pledge, or otherwise transfer or dispose of all or substantially all of the property or assets of the Company; (b) merge the Company with any other entity; (c) amend the articles of organization of the Company or this agreement; (e) change the nature of the business of the Company; or (f) commence a voluntary bankruptcy case for the Company.

If there are Additional Members added to the Company then no Member shall mortgage, encumber, pledge or otherwise dispose of his or her interest in the Company or in the Company assets or property or enter into any agreement as a result of which any other person shall have rights as a Member of the Company, without the consent of all Members.

The Member is not entitled to the payment of any salary or other compensation for services provided to the Company. The Member is, however, entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

12. EXPENSES

The Company will pay all costs and expenses incurred in connection with its activities. The Member shall be entitled to reimbursement by the Company for expenses incurred relating to the Company business, as determined by Member's sole discretion.

13. ASSIGNMENT OR TRANSFER OF MEMBER INTERESTS

Member may sell, assign, pledge, mortgage or otherwise dispose of all or any portion of his interest in the Company to another Member. However, if Additional Members are added to the Company then no Member shall sell, assign, pledge, mortgage or dispose of all or any portion of his interest in the Company without the consent of all Members.

Notwithstanding any other provision of this Agreement, no transfer or other disposition of an interest in the Company shall be permitted until all Members have received, or waived receipt of, an opinion of counsel reasonably satisfactory to them that the effect of such transfer or disposition would not:

- a) result in a violation of the Securities Act;
- b) result in a termination of the Company for tax purposes, if such termination would have a material adverse effect on the Members;
- c) result in a violation of any law, rule or regulation by the Members or the Company;
- d) cause the Company to be characterized as a publicly traded partnership or materially increase the risk that the Company will be so characterized.

If a Member desires to sell, transfer or dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other remaining Members of the Company before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to other remaining Member and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place, the location of the closing and all other material terms and conditions of the sale, transfer or such disposition.

14. DISSOLUTION

The Company will dissolve upon the earlier of (a) approval of dissolution by the Member or (b) such time as the Company has no members. Neither the death, incompetency, or bankruptcy of the Member nor the assignment of the Member's entire membership interest will dissolve the Company.

Upon the dissolution of the Company, the affairs of the Company must be wound up by the Member. If the affairs of the Company are to be wound up, a full account must be taken of the assets and liabilities of the Company, and the assets of the Company must then be promptly liquidated. The proceeds must first be paid to creditors of the Company in satisfaction of all liabilities and obligations of the Company, including, to the extent permitted by law, liabilities and obligations owed to the Member as a creditor. Any remaining proceeds may then be distributed to the Member. Property of the Company may be distributed in kind in the process of winding up and liquidation.

If the Member has a negative balance in the Member's capital account upon liquidation of the Company, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed to the Company or any other person for any purpose.

If there are Additional Members of the Company then non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of HAWAII shall have been canceled in the manner required by HAWAII law.

Within a reasonable time after complete liquidation, the Company shall furnish the Additional Members with a statement, which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

15. INDEMNIFICATION

No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered

Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

Any person receiving an advance with respect to expenses shall be required to agree to return such advance to the Company in the event it is subsequently determined that such person was not entitled to indemnification hereunder. Any indemnified party shall promptly seek recovery under any other indemnity or any insurance policies by which such indemnified party may be indemnified or covered or from any portfolio company in which the Company has an investment, as the case may be. No payment or advance may be made to any person under this Paragraph to any person who may have a right to any other indemnity (by insurance or otherwise) unless such person shall have agreed, to the extent of any other recovery, to return such payments or advances to the Company.

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

To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a

Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person. The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Agreement or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

17. BINDING AGREEMENT

This Agreement shall be binding upon the transferees, successors, assigns and legal representatives of the Member.

18. GOVERNING LAW

This agreement shall be governed and construed under the laws of the state in which the articles of organization of the Company have been filed.

19. MANDATORY MEDIATION / ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mediation or arbitration in HAWAII in accordance with the rules before filing suit against any Member or the Company. Any award shall be final, binding and conclusive upon the parties. A judgment upon the award rendered may be entered in any court having jurisdiction thereof.

If the dispute is not first settled through mediation or arbitration among the Additional Members, then the Members are free to file suit. Any lawsuits will be under the

jurisdiction of the state in which the articles of organization of the Company have been filed.

20. RIGHT TO LEGAL COUNSEL

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

21. NOTICES

Any notice or other communication that a Member desires to give to another Member shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

22. CAPTIONS

Captions have been inserted solely for the convenience of reference and in no way define, limit or describe the scope or substance of any provisions of this Agreement.

23. AMENDMENTS

This Agreement may be amended only by written consent of the Member or if there are Additional Members then by written consent of all Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or

Amended and Restated Certificate to be prepared, executed and filed in accordance with HAWAII law.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Members and supersedes all prior agreements between the Members with respect to the Company.

25. SEVERABILITY

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

26. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, including by tele-copier, tele-facsimile, or by electronic means, such as by encrypted digital signature, by electronic mail transmission of a portable document format (PDF) scan of the original document or a copy thereof; and when so executed, will have the same force and effect as though all signatures appeared on a single document. Emails and copies of signatures are acceptable in lieu of originals.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.

MEMBER

ADDITIONAL MEMBERS (IF APPLICABLE)



Authorized Signature

Authorized Signature

Sharese L K Langsi

Print Name

Print Name