

LIMITED LIABILITY COMPANY AGREEMENT

OF

OLD TIME HANDYMAN SERVICE AND BUILDING, LLC

(A NEW MEXICO LIMITED LIABILITY COMPANY)

Dated As of May 01, 2009

LIMITED LIABILITY COMPANY AGREEMENT

OF

OLD TIME HANDYMAN SERVICE AND BUILDING, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement"), has been executed by the member (the "Member") set forth on Exhibit A annexed hereto, for the purposes of setting forth the rights and obligations of the Member in and to Old Time Handyman Service and Building, LLC (the "Company") formed pursuant to the provisions of the Limited Liability Company Act (the "Act").

ARTICLE 1

THE COMPANY AND ITS BUSINESS

1.1 Formation of the Company. The limited liability company was formed on April 16, 2009, pursuant to the provisions of the Act. The rights and liabilities of the Member with respect to the management of the affairs of the Company and the conduct of its business shall be as provided in the Act, except as otherwise expressly provided herein.

1.2 Name. The name of the Company shall be Old Time Handyman Service and Building, LLC until otherwise determined by the Member.

1.3 Purpose. The business purpose of the Company is to engage in any activity which may lawfully be conducted under the Act.

1.4 Filings. The Member shall, from time to time, execute, acknowledge, verify, file, record and publish all such applications, certificates and other documents, and do or cause to be done all such other acts, as the Member may deem necessary or appropriate to comply with the requirements of law for the formation, qualification and operation of the Company as a limited liability company in all jurisdictions in which the Company shall desire to conduct business.

1.5 Offices. The address of the Company's registered office in the State of New Mexico shall be 4412 Denise Dr. NE, Rio Rancho, NM, 87124. In addition, the Company shall

maintain its chief executive office and principal place of business at 4412 Denise Dr. NE, Rio Rancho, NM, 87124, or as otherwise determined by the Member.

ARTICLE 2

CAPITALIZATION

2.1 Capital Contributions. The Member shall make such capital contributions, consisting of cash or real or personal property, to the Company as he, she, or it deems appropriate from time to time. The Member's initial capital contribution shall be provided on Exhibit A annexed hereto.

2.2 Liability of Member and Affiliates. Except as otherwise provided by applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. Neither the Member, any person affiliated with the Member nor any officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member, an affiliate of the Member or an officer of the Company.

ARTICLE 3

PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profit and Losses. All profits and losses of the Company will be allocated to the Member.

3.2 Distributions. All distributions of cash, property, profits or otherwise and the timing thereof will be made at the discretion of the Member.

ARTICLE 4

MANAGEMENT

4.1 Management by the Member. The business and affairs of the Company shall be managed by the Member. The Member shall have full power and authority to take any action and execute any documents on behalf of the Company. The Member is hereby designated as the sole manager of the Company. The Member is the agent of the

Company for the purpose of the Company's business, and for the purpose of the execution in the name of the Company of any instrument for carrying on in the usual way the business of the Company. The Member's acts bind the Company, unless such act is in contravention of the Act or this Agreement.

4.2 Expenses. The Company shall pay all of its own operating, overhead and administrative expenses of every kind. The Member and the officers of the Company, shall be reimbursed for all reasonable costs and expenses they may have incurred or may hereafter incur on behalf of the Company.

4.3 Officers. The Member shall have the right to delegate any portion of his, her, or its duties as the Member may determine to officers or to other persons; provided, however, that no such delegation of authority shall relieve the Member of his, her, or its obligations hereunder. The Member may, from time to time, designate or appoint one or more officers of the Company, including, without limitation, one or more chairmen, a vice chairman, a chairman emeritus, a chief executive officer, a president, one or more vice presidents, a secretary, an assistant secretary, and/or a treasurer. Such officers may, but need not be, employees of the Company, or an affiliate of the Company. Each appointed officer shall hold office until: (i) his/her successor is appointed by the Member; (ii) such officer submits his/her resignation; or (iii) such officer is removed, with or without cause, by the Member. All officers shall have the authority to perform duties to conduct the day to day operations of the Company consistent with and in the ordinary course of its business, subject to the terms and provisions of this Agreement and to the direction and authorization of the Member. Each officer shall perform his/her duties as an officer in good faith and with such degree of care, which an ordinarily prudent person in a like position would use under similar circumstances.

4.4 Indemnity.

4.4.1 Neither the Member nor any officer of the Company shall be liable to the Company for any loss or damages resulting from errors in judgment or for any acts or omissions that do not constitute willful misconduct or gross negligence. In all transactions for or with the Company, the Member and the officers of the Company shall act in good faith and in a manner believed to be in the best interests of the Company.

4.4.2 The Company, its receiver or its trustee, as the case may be (but not the Member personally), shall indemnify and defend the Member and the officers of the Company

against and hold them harmless from any and all losses, judgments, costs, damages, liabilities, fines, claims and expenses (including, but not limited to, reasonable attorneys' fees and court costs, which shall be paid by the Company as incurred) that may be made or imposed upon such persons and any amounts paid in settlement of any claims sustained by the Company by reason of any act or inaction which is determined by the Member or the officers of the Company, as the case may be, in good faith to have been in the best interests of the Company so long as such conduct shall not constitute willful misconduct or gross negligence.

4.4.3 In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement except for matters as to which the Company is advised by counsel retained by the Company that the person seeking indemnification, in the opinion of counsel, did not act in good faith. The foregoing right of indemnification shall be in addition to any rights to which the Member or the officers of the Company may otherwise be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person.

4.4.4 Any right of indemnity granted under this Section 4.4. may be satisfied only out of the assets of the Company, and neither the Member nor any officer of the Company shall be personally liable with respect to any such claim for indemnification.

4.4.5 The Member shall have the power to purchase and maintain insurance in reasonable amounts on behalf of itself and the officers, employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

ARTICLE 5

BOOKS AND RECORDS

5.1 Books of Account. Complete books of account shall be kept by the Member at the principal office of the Company, or at such other office as the Member may designate.

5.2 Bank Accounts. The Member may maintain one or more bank accounts for such funds of the Company as he, she, or it shall choose to deposit therein, and withdrawals therefrom shall be made upon such signature or signatures as the Member shall

determine.

5.3 Fiscal Year. The fiscal year of the Company shall begin on January 1 and end on December 31, except as otherwise required.

5.4 Tax Election. The Member shall have the authority to cause the Company to make any election required or permitted to be made for income tax purposes if the Member determines, in his, her, or its sole judgment, that such election is in the best interests of the Company.

5.5 Tax Matters. The Member shall be the "tax matter partner" of the Company, and it or its authorized agent, shall be the only person authorized to prepare, execute and file tax returns and tax reports on behalf of the Company and to represent the Company before the Internal Revenue Service and any state or local taxing authority.

5.6 Title to Assets. Title to, and all right and interest in and to, the Company's assets, shall be acquired in the name of and held by the Company, or if acquired in any other name, held for the benefit of the Company.

5.7 Bankruptcy of the Member. The bankruptcy of the Member will not cause the Member to cease to be a Member of the Company, and upon the occurrence of such event, the Company shall continue without dissolution.

ARTICLE 6

DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company shall be dissolved and terminated upon the earliest to occur of the following:

6.1.1 the entry of a decree of judicial dissolution of the Company; or

6.1.2 when the provisions of Section 6.3 below have been met; or

6.1.3 the retirement, resignation or dissolution of the Member or the occurrence of any other event that terminates the continued membership of the Member unless the business of the Company is continued in a manner permitted under the Act, or

6.1.4 when otherwise determined by the Member.

6.2 Distribution of Assets. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, as set forth under the Act.

6.3 Termination. The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of, or due provision has been taken for, liabilities to Company creditors, shall have been distributed. Upon such termination, the Member or the Company's officers shall execute and cause to be filed all documents necessary in connection with the termination of the Company.

ARTICLE 7

MISCELLANEOUS

7.1 Assignments. The Member may assign in whole or in part his, her, or its interest in the Company on such terms and conditions as the Member determines, in his, her, or its sole discretion.

7.2 Admission of Additional Member. One or more additional members may be admitted to the Company with the prior written consent of the Member.

7.3 Severability. If any of the provisions of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof which can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

7.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of law rules of said state.

7.5 Amendments. This Agreement may be amended or modified from time to time only upon the written consent of the Member (which consent may be evidenced by the execution of an amendment and restatement of this Agreement).

7.6 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any of the creditors of the Company or any other person not a party to this Agreement.

IN WITNESS WHEREOF, the undersigned Member caused this counterpart signature page to this Limited Liability Company Agreement to be duly executed on the date set forth below, to be effective as of the date first above written.

MEMBER

ROBERT BRIDGEWATER

Date: _____

Exhibit A

Member

Capital Contribution

ROBERT BRIDGEWATER
4412 DENISE DR. NE
RIO RANCHO, NM 87124

\$ 15,000