California LLC Operating Agreement

This **California Limited Liability Company Operating Agreement** (the "***Agreement***") is entered into as of _____ by and among the undersigned members (collectively, the "***Members***") for the purpose of governing the affairs of _____, LLC, a California limited liability company (the "***Company***").

1. Formation

The Company has been formed as a limited liability company under the laws of the State of California by filing Articles of Organization with the California Secretary of State.

The rights and obligations of the Members shall be determined in accordance with this Agreement and applicable California law. This Agreement is intended to serve as the written operating agreement of the Company.

2. Name and Principal Office

The name of the Company is _____, LLC.

The principal office of the Company shall be located at _____ _____ _____ _____ _____ _____, or at such other place as determined by the Members.

3. Purpose

The purpose of the Company is to engage in any lawful business activity permitted under the laws of the State of California. The Company shall have all powers necessary or convenient to carry out its business and affairs.

4. Term

The Company shall commence on the date the Articles of Organization were filed and shall continue until dissolved in accordance with this Agreement or applicable law.

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5. Members

The name, address, and ownership interest of each Member are set forth below:

Member Name	Address	Percentage Interest

Each Member's Percentage Interest represents such Member's ownership interest in the Company.

6. Capital Contributions

Each Member has contributed the capital set forth below:

Member Name	Description of Contribution	Value

No Member shall be required to make additional capital contributions unless agreed in writing by all Members.

No Member shall be entitled to interest on their capital contributions.

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7. Management

This Company shall be Manager-Managed. Management of the Company shall be vested in one or more Managers appointed by the Members. The name and address of each initial Manager are as follows:

Name of the Manager:

Address:

Managers shall have full authority to manage the Company's business and affairs, except as otherwise provided in this Agreement.

8. Voting

Each Member shall have voting rights in proportion to their Percentage Interest, unless otherwise required by this Agreement or applicable law.

Except where this Agreement requires unanimous consent, actions of the Members shall be approved by Members holding more than fifty percent (50%) of the Percentage Interests.

The following matters require the unanimous written consent of all Members:

- Amendment of this Agreement
- Admission of a new Member
- Dissolution of the Company
- Merger or conversion of the Company

9. Allocations and Distributions

Profits and losses of the Company shall be allocated to the Members in proportion to their respective Percentage Interests, unless otherwise required by applicable tax law.

Distributions of available cash shall be made at such times and in such amounts as determined by the Members or Managers, as applicable, and in proportion to Percentage Interests unless otherwise agreed in writing.

No distribution shall be made if such distribution would render the Company unable to pay its debts as they become due.

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10. Books and Records

The Company shall maintain complete and accurate books and records of its business and affairs at its principal office.

Each Member shall have the right, upon reasonable request and during normal business hours, to inspect and copy Company records in accordance with applicable law.

11. Tax Treatment

The Members intend that the Company shall be treated for federal and California income tax purposes as:

- A partnership, if the Company has more than one Member; or
- A disregarded entity, if the Company has one Member,

unless otherwise elected in accordance with applicable tax law.

The Members may designate a "**Tax Matters Partner**" or "**Partnership Representative**" as required by federal tax law.

12. Limitation of Liability and Indemnification

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member or Manager, except as required by applicable law.

To the fullest extent permitted by California law, the Company shall indemnify any Member or Manager against claims, liabilities, and expenses incurred by reason of acting on behalf of the Company, provided such person acted in good faith and in a manner reasonably believed to be in the best interests of the Company.

13. Transfer of Membership Interests

A Member may not sell, assign, pledge, or otherwise transfer all or any portion of their Membership Interest without the prior written consent of Members holding a majority of the Percentage Interests, excluding the transferring Member's interest.

Any purported transfer in violation of this clause shall be void.

A permitted transferee shall not become a substituted Member with voting or management rights unless admitted by unanimous written consent of the Members.

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14. Admission of New Members

Additional Members may be admitted only upon the unanimous written consent of all existing Members and upon execution of a written joinder agreeing to be bound by this Agreement.

15. Withdrawal, Death, or Incapacity of a Member

A Member may withdraw only with the written consent of all other Members.

Upon the death or incapacity of a Member, the Member's legal representative shall have the rights of an assignee of the Membership Interest, unless admitted as a substituted Member by unanimous written consent.

16. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any of the following:

- The unanimous written consent of the Members
- The entry of a decree of judicial dissolution
- Any other event requiring dissolution under applicable law

Upon dissolution, the Company shall wind up its affairs, liquidate its assets, satisfy its liabilities, and distribute any remaining assets to the Members in proportion to their positive capital account balances, after giving effect to all allocations.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Amendments

This Agreement may be amended only by a written instrument signed by all Members.

19. Entire Agreement

This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior oral or written agreements relating to the Company.

20. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned have executed this California Limited Liability Company Operating Agreement as of the Effective Date.

MEMBERS

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

MANAGER

Name

Date

Signature

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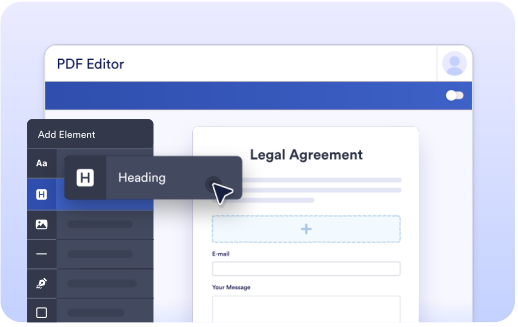
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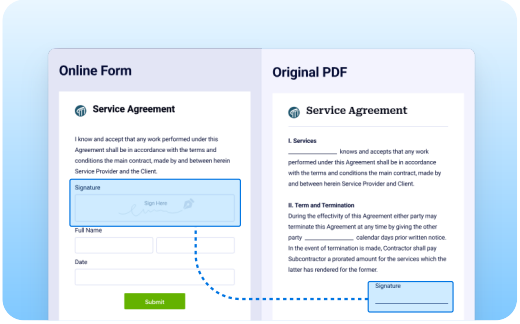
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