

**RESOLUTION OF RIDGECREST CHARTER SCHOOL
SOLE MEMBER OF RCS FACILITIES LLC
a California limited liability company**

Effective Date: June 28, 2018

The undersigned, as the Sole Member/Manager of RCS Facilities, a California limited liability company (the “Company”), does hereby adopt the following resolutions, as permitted by California Corporations Code section 17704.07, which shall constitute the Company’s first meeting.

1. CERTIFICATION AND FILING OF CERTIFICATE OF FORMATION.

WHEREAS, the Articles of Organization (“Articles”) of the Company were filed with the California Secretary of State on May 25, 2017.

RESOLVED, that the Member/Manager hereby ratifies, affirms and approves of the filing of the Articles of Organization.

2. APPROVAL OF AMENDMENT OF ARTICLES OF ORGANIZATION.

WHEREAS, amendments to the Articles of Organization (“Articles”) of the Company are required for purposes of obtaining recognition of state tax exemption.

RESOLVED, that the amendments to the Articles are hereby ratified, affirmed and approved. (attached hereto as Exhibit “A”).

RESOLVED, FURTHER that the Member/Manager of the Company is hereby authorized and instructed to file the Articles of Organization, as amended, with the California Secretary of State.

RESOLVED, FURTHER that the Member/Manager of the Company is hereby authorized and instructed to insert in the Minute Book of the Company a copy of the amended Articles as filed in the Office of the California Secretary of State and certified by the Secretary of State.

3. APPROVAL OF FORMATION AND RESIGNATION OF ORGANIZER.

WHEREAS, Ken Davis served as Organizer of the Company in order to expedite the filing of the Articles with the California Secretary of State.

RESOLVED, that the actions taken by Ken Davis as Organizer of the Company, including the selection of Company’s initial agent for service of process, the filing of the Company’s Articles of Organization and the election of Ridgcrest Charter School., a California Nonprofit Public Benefit Corporation as the initial manager of the Company,

be and are hereby in all respects approved, adopted, ratified and confirmed as the acts and deeds of the Company.

RESOLVED, FURTHER, that the resignation of Ken Davis as Organizer of the Company is hereby approved, ratified and confirmed and that the Organizer of the Company is hereby discharged from any further liabilities or duties with respect to the Company and the Company further agrees to indemnify and hold harmless the Organizer from any liability incurred in the past or the future with respect to organizing the Company.

4. OFFICERS

WHEREAS, the Member/Manager desires to appoint the initial officers of the Company.

RESOLVED, that Elsa Hennings is confirmed as the President of the Company.

5. APPROVAL OF OPERATING AGREEMENT.

WHEREAS, the Member/Manager has reviewed the Operating Agreement for the Company (the "Operating Agreement").

RESOLVED, that the Operating Agreement is hereby ratified, affirmed and approved. (attached hereto as Exhibit "B").

6. BANK ACCOUNT.

RESOLVED, that the President of the Company is hereby authorized and directed to establish on behalf of the Company account(s) at a bank or the banks ("Bank(s)") which the Manager may select in his discretion, and that funds from such account(s) may be withdrawn by means of checks or drafts of the Company.

RESOLVED, that the President is hereby granted full signature authority over the account(s) of the Company.

RESOLVED, FURTHER, that all form resolutions required by such Bank(s) are hereby adopted in the form utilized by Bank(s), and the President is hereby authorized to certify such resolutions as having been adopted by this Written Consent and is directed to insert the form of such resolutions in the Minute Book.

7. AUTHORIZATION TO FILE APPLICATIONS FOR TAX EXEMPTIONS

WHEREAS, the Member/Manager desires to authorize the Company to file a state application for tax exemption,

NOW THEREFORE, RESOLVED, that the President of the Company is hereby, authorized to take all necessary steps and to execute all necessary instruments to apply for California tax exemption as a charitable nonprofit organization.

8. OMNIBUS RESOLUTION.

RESOLVED, that the President of the Company is hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as the President shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

* * * *

ADOPTED by the Board of Directors at a membership meeting of Ridgecrest Charter School on June 28, 2018, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

* * * *

CERTIFICATE OF THE SECRETARY

I certify that I am the duly elected Secretary of Ridgecrest Charter School, a California nonprofit public benefit corporation and sole member of RCS Facilities LLC; that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors on June 28, 2018; and that this resolution has not been revoked.

Date

Elsa Hennings, Secretary

Instructions for Completing the Restated Articles of Organization (Form LLC-10)

To restate the Articles of Organization of a limited liability company (LLC), you must file Restated Articles of Organization (Form LLC-10) with the California Secretary of State.

- Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.
- All LLCs must have a current Statement of Information (Form LLC-12) on file with the Secretary of State. To avoid rejections, it is recommended you file a Statement of Information (Form LLC-12) online at bizfile.sos.ca.gov before submitting your Restated Articles of Organization (Form LLC-10).
- You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es), or to change the name or address of the LLC's manager(s) or agent for service of process, which can be filed online at bizfile.sos.ca.gov
- To file this Form LLC-10, the LLC must be active on the records of the California Secretary of State. To check the status of the LLC, go to BusinessSearch.sos.ca.gov.
- Operating Agreements are to be maintained by the LLC and **are not filed with the California Secretary of State.**

Fees:

- **Filing Fee:** The fee for filing the Restated Articles of Organization (Form LLC-10) is **\$30.00**.
- **Faster Service Fee:**
 - Counter and guaranteed expedite services are available only for documents *submitted in person (drop off) to our Sacramento office.*
 - **Counter Drop Off:** A separate, non-refundable **\$15.00** counter drop off fee is required if you submit in person (drop off) your completed document at our Sacramento office. The \$15.00 counter drop off fee provides priority service over documents submitted by mail. The special handling fee is not refundable whether the document is filed or rejected.
 - **Guaranteed Expedite Drop Off:** For more urgent submissions, documents can be processed within a guaranteed timeframe for a non-refundable fee instead of the counter drop off fee. For detailed information about this faster processing service through our Preclearance and Expedited Filing Services, go to <http://www.sos.ca.gov/business-programs/business-entities/service-options/>.

Copies: Upon filing, we will return one (1) plain copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee. To obtain additional copies or certified copies of this filed Restated Articles of Organization, include payment for copy fees and certification fees at the time the Restated Articles of Organization is submitted. Additional copy fees are \$1.00 for the first page and \$.50 for each attachment page. For certified copies, there is an additional \$5.00 certification fee, per copy.

Payment Type: Check(s) or money orders should be made payable to the Secretary of State. **Do not send cash by mail.** If submitting the document in person in our Sacramento office, payment also may be made by credit card (Visa or MasterCard).

Processing Times: For current processing times, go to <http://www.sos.ca.gov/business-programs/business-entities/processing-times/>.

If you are not completing this form online, please **type or legibly print** in black or blue ink. **Complete the Restated Articles of Organization (Form LLC-10) as follows:**

Item	Instruction	Tips
1.	Enter the name of the LLC exactly as it appears on the records of the California Secretary of State including the entity ending (ex: "Jones & Company, LLC" or "Smith Construction, a Limited Liability Company").	To ensure you have the exact name of the LLC, look to your registration document filed with the California Secretary of State and any name change amendments.

2.	Enter the 12-digit Entity (File) Number issued to the LLC by the California Secretary of State at the time of registration.	<ul style="list-style-type: none"> • To ensure you have the correct Entity (File) Number and exact name of the LLC, look to your registration document filed with the California Secretary of State and any name change amendments. • Secretary of State Records can be accessed online through our Business Search at BusinessSearch.sos.ca.gov. While searching the Business Search, be sure to identify your LLC correctly including the jurisdiction that matches your LLC.
3.	If you are changing the name of the LLC listed in Item 1, enter the new name of the LLC exactly as you want it to appear on the records of the California Secretary of State including the entity ending (ex: "Jones & Company, LLC" or "Smith Construction, a Limited Liability Company").	<ul style="list-style-type: none"> • California Corporations Code section 17701.08 requires: <ul style="list-style-type: none"> - The LLC name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Company, or Ltd Liability Co. - The LLC name may not include: bank, trust, trustee, incorporated, inc., corporation, or corp. - The LLC name may not include: insurer, insurance company, or any other words suggesting that the LLC is in the business of issuing policies of insurance and assuming insurance risks. - The name is not likely to mislead the public and is distinguishable from other LLCs of record or reserved with the California Secretary of State. • There are legal limitations on what name can be used for the LLC. For general LLC name requirements and restrictions or for information on reserving an LLC name prior to submitting Form LLC-10, go to www.sos.ca.gov/business-programs/business-entities/name-availability. • A name reservation is not required to submit Form LLC-10. • A preliminary search of LLC names already of record can be made online through our Business Search at BusinessSearch.sos.ca.gov. Please note: The Business Search is not intended to serve as a formal name availability search. For information on checking or reserving a name, go to www.sos.ca.gov/business-programs/business-entities/name-availability.
4.	Check the applicable box to indicate if the LLC will be managed by "one manager," "more than one manager" or "all limited liability company member(s)." Only one box may be checked.	<ul style="list-style-type: none"> • Every LLC is required to have at least one member. If no manager is appointed or elected, all members are managers. • A member(s) is the owner of the company similar to a shareholder(s) in a corporation.
5.	The purpose statement is required. Do not alter.	
6.	<ul style="list-style-type: none"> • If applicable, list other article provisions on only one side of a standard letter-sized piece of paper (8 1/2" x 11"), clearly marked as an attachment to Form LLC-10 and attach the extra page(s) to the completed Form LLC-10. 	<ul style="list-style-type: none"> • You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es), or to change the name or address of the LLC's manager(s) or agent for service of process, which can be filed online at bizfile.sos.ca.gov.

	<ul style="list-style-type: none"> List both the current text followed by the new text as amended by this filing. 	<ul style="list-style-type: none"> To avoid rejection of your Form LLC-10, it is recommended that you file your Statement of Information (Form LLC-12) online at bizfile.sos.ca.gov before submitting your Form LLC-10.
Signature	<ul style="list-style-type: none"> Sign and type or print the name of the signor(s). Unless a greater number is provided for in the Articles of Organization, this Form LLC-10 must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed indicating the information is true and correct. Do not use a computer-generated signature. 	<ul style="list-style-type: none"> If you need more space for signatures: <ul style="list-style-type: none"> Place the additional signatures on only one side of a standard letter-sized piece of paper (8 1/2" x 11") clearly marked as an attachment to Form LLC-10 and attach the extra page(s) to the completed Form LLC-10. All attachments are part of this document. If Form LLC-10 is signed by a business entity, the person who signs on behalf of the entity should note their name and position/title and the entity name. Example: If a limited liability company ("Smith LLC") is the manager, the signature of the person signing on behalf of the Smith LLC should be reflected as Joe Smith, Manager of Smith LLC, Manager. If Form LLC-10 is signed by a trust, the trustee should sign as follows: _____, trustee for _____ trust (including the exact name of the trust and date of the trust, if applicable). Example: Mary Todd, trustee of the Lincoln Family Trust (U/T 5-1-1994), Manager. Multiple-Form LLC-10s with different signatures will be returned without being filed – use only one form.

Mail Submission Cover Sheet (Optional): To make it easier to receive communication related to **this document**, including the copy of the filed document, complete the Mail Submission Cover Sheet. For the Return Address: enter the name of a designated person and/or company and the corresponding mailing address. Please note the Mail Submission Cover Sheet will be treated as correspondence and will not be made part of the filed document.

Where to File: Completed forms along with the applicable fees can be mailed to Secretary of State, Business Entities Filings, P.O. Box 944228, Sacramento, CA 94244-2280 or delivered in person (drop off) to the Sacramento office, 1500 11th Street, Sacramento, CA 95814. If you are not completing this form online, please type or legibly print in black or blue ink.

Legal Authority: General statutory filing provisions are found in Section [17702.02](#). All statutory references are to the California Corporations Code, unless otherwise stated.

Statement of Information: A Statement of Information (Form LLC-12) must be filed with the California Secretary of State within 90 days **after** filing the Articles of Organization (Form LLC-1) and **every two years** thereafter during the applicable filing period. The applicable filing period is the calendar month in which the Articles of Organization were filed and the immediately preceding five calendar months (Section [17702.09](#)).

For faster service, the Statement of Information may be filed online at bizfile.sos.ca.gov.

Additional Resources: For a list of other agencies you may need to contact to ensure proper compliance, go to <http://www.sos.ca.gov/business-programs/business-entities/resources>. Note: The California Secretary of State does not license LLCs. For licensing requirements, please contact the city and/or county where the principal place of business is located and/or the state agency with jurisdiction over the activities of the LLC.



Mail Submission Cover Sheet

Instructions:

- Complete and include this form with your submission. **This information only will be used to communicate with you in writing about the submission.** This form will be treated as correspondence and will not be made part of the filed document.
- Make all **checks or money orders** payable to the Secretary of State.
- Do not include a \$15 counter fee when submitting documents by mail.
- Standard processing time for **submissions** to this office is approximately 5 business days from receipt. All **submissions** are reviewed in the date order of receipt. For updated processing time information, visit www.sos.ca.gov/business/be/processing-times.

Optional Copy and Certification Fees:

- If applicable, include optional copy and certification fees with your submission.
- For applicable copy and certification fee information, refer to the instructions of the specific form you are submitting.

Contact Person: (Please type or print legibly)

First Name: _____ Last Name: _____

Phone (optional): _____

Entity Information: (Please type or print legibly)

Name: _____

Entity Number (if applicable): _____

Comments: _____

Return Address: For written communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address.

Name: [_____]

Company:

Address:

City/State/Zip: [_____]

Secretary of State Use Only	
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**Secretary of State
Restated Articles of Organization
of a Limited Liability Company (LLC)**

LLC-10

IMPORTANT — *Read Instructions* before completing this form.

Filing Fee – \$30.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es) or to change the name or address of the LLC's manager(s) or agent for service of process, which can be filed online at bizfile.sos.ca.gov.

Above Space For Office Use Only

1. LLC Exact Name (Enter the exact name on file with the California Secretary of State)

2. LLC 12-Digit Entity (File) Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

3. New LLC Name (If Amending) (*See Instructions* – Only complete Item 3, if you are changing the name of your LLC on file with the California Secretary of State. List the proposed new LLC name exactly as it is to appear on the records of the California Secretary of State.)

4. Management (Select **only** one box)

The LLC will be managed by:

- One Manager
 More than One Manager
 All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. Additional Articles set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-10. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

Signature

By signing, I certify that the information is true and correct and that I am authorized by California law to sign.

Sign here

Print your name here

OPERATING AGREEMENT

OF

RCS FACILITIES LLC

a California limited liability company

THIS OPERATING AGREEMENT is made effective as of June 28, 2018, by Ridgecrest Charter School, a California nonprofit public benefit corporation (the “Sole Member”), and is made with reference to the following:

A. The Sole Member desires to form a limited liability company under and pursuant to the California Revised Uniform Limited Liability Company Act set forth in California Corporations Code sections 17701.01-17713.13, as amended from time to time (the “Act”).

B. Articles of Organization for RCS Facilities LLC (the “Company”) were filed with the California Secretary of State on May 25, 2017.

C. The Sole Member establishes this Operating Agreement in order to complete the organization of the Company and provide for the governance of the Company and the conduct of the Company’s business.

NOW, THEREFORE, the Sole Member declares the following to be the Operating Agreement (“Agreement”) of the Company:

ARTICLE I ORGANIZATION

1.1 Formation. The Sole Member has caused the Articles of Organization to be filed with the California Secretary of State, and the formation of the Company shall be effective as of the date of said filing.

1.2 Name. The name of the Company is RCS Facilities LLC. The Company shall conduct its business and affairs under said name or such other name as the Sole Member may determine from time to time.

1.3 Agent for Service of Process. The name and address for the agent for service of process on the Company is Elsa Hennings, 325 S. Downs St. Ridgecrest CA 93555. The Sole Member may from time to time change the Company’s agent for service of process.

1.4 Principal Place of Business. The principal office of the Company shall be located at 325 S Downs St. Ridgecrest CA 93555, or at such other place as the Sole Member may determine from time to time.

1.5 Term. The term of the Company shall commence on the filing of the Articles of Organization with the California Secretary of State and shall continue until the Company is dissolved and wound-up and liquidated pursuant to this Agreement or by operation of law.

1.6 Purpose. The Company is organized and will operate:

1.6.1 for the specific purpose of holding one or more leasehold estates (the “Property”), managing, operating, leasing and otherwise dealing with the Property and collecting the income therefrom and turning over the entire amount of said income, less expenses and expenditures, to the Sole Member;

1.6.2 the Company is organized and operated to further the charitable and/or educational purpose of Ridgecrest Charter School, a California non-profit public benefit corporation;

1.6.3 the Company is organized and operated exclusively for charitable purposes;

1.6.4 the Company is operated exclusively to further the exempt purpose(s) as specified in California Revenue and Taxation Code Section 214; and

1.6.5 to do any and all things and to engage in any and all other activities and transactions necessary, convenient, appropriate or incidental to the accomplishment of the foregoing purposes or otherwise for the protection and benefit of the Company.

Notwithstanding the foregoing and any other provisions of this Operating Agreement, the actions, activities and transactions of the Company will be limited to those permitted under California Revenue and Taxation Code §23701h.

1.7 Tax Status.

1.7.1 The Sole Member is currently, and shall be until this Agreement is terminated or amended, an organization described in Internal Revenue Code §501(c)(3) and California Revenue and Taxation Code §23701d and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214;

1.7.2 It is the intention of the Sole Member that the Company be disregarded as an entity separate from the Sole Member solely for federal and all relevant state tax purposes. All provisions of the Articles of Organization and this Agreement are to be construed so as to preserve that tax status, and the Company shall not take any action to be characterized as other than a disregarded entity for federal tax purposes pursuant to Treasury Regulations Section 301.7701.

1.7.3 The property owned by the Company is irrevocable dedicated to charitable purposes.

ARTICLE II MEMBERSHIP

2.1 Admission. Simultaneously with the effective date of this Agreement, the Sole Member is admitted as the sole member of the Company. The address of the Sole Member is 325 S. Downs St., Ridgecrest CA 93555.

2.2 Membership Interest. The Sole Member shall own the sole membership interest in the Company, which includes all rights in the Company collectively, including the Sole Member's economic interest, any right to vote or participate in management and any right to information concerning the business and affairs of the Company. The Sole Member may only transfer its membership interest in the Company to another qualifying organization. For purposes of this Agreement, a "qualifying organization" is an organization described in Section 501(c)(3) of the Internal Revenue Code and section 23701d of the Revenue and Taxation Code and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214.

2.3 Capital Contributions. The Sole Member may contribute cash or other property to the Company as Sole Member shall determine from time to time.

2.4 Limited Liability. The Sole Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company, except as otherwise provided in the Act.

ARTICLE III MANAGEMENT

3.1 Management.

3.1.1 The management of the business and assets of the Company shall be vested solely in the Sole Member, who shall have sole power and authority to manage, control and conduct the business and affairs of the Company and may exercise all powers of the Company, subject to Section 3.1.2.

3.1.2 The Sole Member may appoint any one or more of the following officers (or no officers at all): a Chairperson, a Vice Chairperson, a President, Chief Executive Officer, one or more Vice Presidents, a Secretary, a Chief Financial Officer and such other officers as the Sole Member may deem necessary or advisable to manage the day-to-day business affairs of the Company ("Officers") and such Officers shall have the titles, powers and duties as shall be determined by the Sole Member.

3.1.3 Without limiting the foregoing **Paragraphs 3.1.1 and 3.1.2**, the Sole Member shall have the right, in its sole and absolute discretion to, or to cause the Company to, as applicable:

(a) take all actions necessary or convenient to the accomplishment of the Company's purposes set forth in **Paragraph 1.6**;

(b) enter into any loan, credit, guarantee or other similar financing arrangements, including the opening, maintaining and closing bank accounts, in order to receive or borrow funds to fulfill the Company's purposes and objectives;

(c) enter into agreements for the purchase, sale, lease, sublease, and renovation of real property which agreements may include such representations, warranties, covenants, indemnities and guarantees as Sole Member deems necessary or advisable;

(d) own, lease and dispose of real property (including fee and leasehold interests);

(e) mortgage, pledge or otherwise encumber its property;

(f) sublease its property to the Sole Member; and

(g) make and perform such other agreements, undertakings and transfers of property as Sole Member deems necessary or advisable.

3.2 Meetings. No annual, regular or special meetings of the Sole Member or Officers are required.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocations. All profits and losses, each item thereof, and all other items attributable to the membership interest shall be allocated to the Sole Member for tax, accounting and all other purposes.

4.2 Distributions. At such times as the Sole Member deems appropriate, the Sole Member shall cause the Company to distribute cash or other property held by the Company to the Sole Member.

ARTICLE V COMPANY ADMINISTRATION

5.1 Books and Records.

5.1.1 The books and records of the Company shall be kept and maintained at the Company's principal office in California, shall reflect all of the Company transactions, and shall be appropriate and adequate for the Company's business.

5.1.2 Without limiting the requirements set forth in **Paragraph 5.1.1**, the Company shall maintain at its principal office in California all of the following:

(a) A current list of the full name and last known business or residence address of the Sole Member, together with the capital contribution and share in profits or losses of the Sole

Member;

- (b) A copy of the Articles of Organization, as amended;
 - (c) Copies of the Company's Federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;
 - (d) Executed counterparts of this Agreement, as amended;
 - (e) Any powers of attorney under which the Articles of Organization or any amendments thereto are executed;
 - (f) Financial statements of the Company for the six (6) most recent fiscal years;
- and
- (g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

5.2 Accounting. Books and records of the Company shall be kept on the method of accounting selected by the Sole Member and applied on a consistent basis in the preparation of its financial reports and for tax purposes. The taxable and fiscal year of the Company shall be June 30.

5.3 Banking. All funds of the Company shall be deposited in the name of the Company in one or more distinct separate accounts with one or more recognized financial institutions and at such locations, all as shall be determined by the Sole Member. Any withdrawal from such accounts shall require the signature of the Sole Member or such other person or persons authorized to do so by the Sole Member.

5.4 Assets. All Assets of the Company, whether real or personal, shall be held in the name of the Company.

ARTICLE VI TRANSFERS

6.1 Transfers. The Sole Member may assign, sell, gift, transfer or otherwise dispose of ("Transfer") all or any part of its membership interest at any time (the transferee hereinafter referred to as "Permitted Transferee"). A Permitted Transferee shall become a substituted member automatically upon such assignment.

6.2 Duties of Substituted Member. Any person admitted to the Company as a substituted member shall be subject to all of the provisions of this Agreement that apply to the Sole Member from whom the membership interest was assigned.

6.3 Non-Qualifying Organizations. Direct or indirect transfer of any membership interest in the Company to other than a qualifying organization is prohibited.

**ARTICLE VII
INDEMNIFICATION**

To the extent of Company assets, the Company agrees to defend the Sole Member, any Officer, any entity controlling, or directly or indirectly related to, Company (“Affiliate”), (including, without limitation, any director, officer, employee, or agent of the Sole Member, acting on behalf of the Company) (collectively “Indemnitees”) against all claims or demands and to indemnify and hold each of the foregoing harmless against all liabilities, losses, damages, expenses, costs or any other economic detriment suffered, paid, or incurred, foreseen or unforeseen, arising from any claim, demand, action, suit or proceeding, whether civil, criminal, administrative, or investigative, or whether threatened, pending or completed, which pertain to any Indemnitee, as described above, in such capacity, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Sole Member shall not be subject to personal liability or required to fund or cause to be funded any obligation of the Company described in the immediately preceding sentence.

**ARTICLE VIII
DISSOLUTION**

8.1 Events of Dissolution. The Company shall dissolve upon the earliest to occur of:

- (a) the decision of the Sole Member;
- (b) the entry of a decree of judicial dissolution under California Corporations Code section 17707.03.

8.2 Winding up. Upon dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Sole Member shall wind up the affairs of the Company and give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company, including, without limitation, debts and liabilities to the Sole Member as a creditor of the Company, the remaining assets of the Company shall be distributed to the Sole Member.

Upon dissolution, all assets shall be distributed to an organization(s) organized and operated exclusively for charitable purposes, as specified in California Revenue and Taxation Code Section 214, and which has established its tax- exempt status under section 501(c)(3) of the Internal Revenue Code, or under section 23701d of the Revenue and Taxation Code.

The Company shall not distribute any assets to members who cease to be organizations described in section 214.

**ARTICLE IX
GENERAL**

9.1 Amendment. This Agreement may be amended only in a writing signed by the Sole Member. Any amendments to The Articles of Organization or this Operating Agreement must be consistent with California Revenue and Taxation Code Section 214.

9.2 Binding Agreement. Subject to any restrictions on transfers set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Sole Member and her respective legal representatives, successors, and Permitted Transferees.

9.3 Headings. The Article and Paragraph headings are included solely for convenience of reference and in no way describe, define, limit, extend or interpret the scope, intent or extent of this Agreement, or any provision hereof. If there is any conflict between such headings and the text of this Agreement, the text shall control.

9.4 Number and Gender. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. In all cases the masculine gender shall include the neuter and feminine genders and vice versa.

9.5 Severability. If any provision of this Agreement or the application thereof to any “person” (as defined in the Act) or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

9.6 References to this Agreement. Numbered or lettered Articles and Paragraphs herein contained refer to Articles and Paragraphs of this Agreement unless otherwise expressly stated.

9.7 Parties in Interest. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

9.8 Entire Agreement. This Agreement constitutes the whole and entire agreement with respect to the subject matter of this Agreement.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart.

9.10 Governing Law. The laws of the State of California (without regard to otherwise governing principles of conflicts of law or choice of law) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereof.

9.11 Merger. The Company is prohibited from merging with, or converting into, a for-profit entity.

IN WITNESS WHEREOF, the Sole Member has executed this Agreement effective as of the effective date set forth above.

SOLE MEMBER:

Ridgecrest Charter School
a California nonprofit public benefit corporation

By: _____
Eric Bruen, Governing Board President