

**OPERATING AGREEMENT for
DEL ORO ALF LLC,
a California a limited liability company**

This Operating Agreement is made as of August 25, 2022 by Cypress Healthcare Group, LLC, a California limited liability company (referred to as the “Sole Member”) with reference to the following facts:

A. The Sole Member desires to form a limited liability company (the “Company”) under the California Revised Uniform Limited Liability Company Act (the “Act”) (California Corporations Code §§17701.01-17713.13).

B. The Sole Member desires to execute this Operating Agreement in order to form and provide for the governance of the Company and the conduct of its business.

Now, therefore, the Sole Member declares the following to be the Operating Agreement of the Company:

ARTICLE I: ARTICLES OF ORGANIZATION

1.1. The Sole Member filed Articles of Organization, with the California Secretary of State on May 20, 2022, File Number 202250816120, copy attached as Exhibit A.

1.2. The name of the Company shall be DEL ORO ALF LLC.

1.3. The principal executive office of the Company shall be at 2266 Lava Ridge Court, Suite 105, Roseville, CA 95661, or any other place or places determined by the Sole Member from time to time.

The mailing address of the Company is 2266 Lava Ridge Court, Suite 105, Roseville, CA 95661, or any other place or places determined by the Sole Member from time to time.

1.4. The initial agent for service of process on the Company shall be National Registered Agents, Inc., whose address is 818 W. 7th St., Ste. 930, Los Angeles CA 90017. The Sole Member may from time to time change the Company’s agent for service of process.

1.5. The Company shall be formed for the purposes of engaging in the business of operating an assisted living facility.

1.6. The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State and shall continue until terminated by the provisions of this Agreement or as provided by law.

1.7. The managers of the Company shall be Jack Sanofsky, Matthew Jackson and Robert Jackson.

ARTICLE II: CAPITALIZATION

2.1. The Sole Member shall contribute to the capital of the Company the money and property specified in Exhibit B to this Agreement. The Sole Member may from time to time and at any time contribute cash or property to the Company as the Sole Member may determine.

2.2. 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 or in this Agreement.

ARTICLE III: ALLOCATIONS AND DISTRIBUTIONS

3.1. If any membership interest, or part of an interest, is transferred during any fiscal year in compliance with the provisions of this Article III, profits, losses, each item thereof, and all other items attributable to the membership interest for that fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying membership interests during the period in accordance with Internal Revenue Code §706(d), using any convention permitted by law selected by the Sole Member. All distributions on or before the date of the transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making the allocations and distributions, the Company shall recognize the transfer not later than the end of the calendar month during which the transfer occurs. Neither the Company nor the Sole Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 3.1.

3.2. All cash resulting from the operations of the Company shall be distributed to the Sole Member at such times as the Sole Member deems appropriate.

ARTICLE IV: MANAGEMENT

4.1. The business of the Company shall be managed by three (3) Managers; the Managers named in Article I, Section 1.7, or any successor Manager selected in the manner set forth herein. Except as otherwise set forth in this Agreement, all decisions concerning the management of the Company's business shall be made by the Managers. Notwithstanding the foregoing, each of the Managers may, at any time, in their sole and absolute discretion, resign as a Manager of the Company, and/or appoint one or more nonmember(s) as: (1) replacement Manager(s); or (2) additional co-Manager(s) of the Company on such terms and conditions as the Sole Member and such replacement Manager(s) and/or additional co-Manager(s) may agree.

4.2. The initial Managers, and all such other duly appointed replacement Manager(s) or additional co-Manager(s) shall serve until the earlier of: (1) any such Manager's resignation, retirement, death, or disability; and/or (2) the Sole Member determines, in its sole discretion, to remove a current Manager. The Sole Member shall have the right to appoint such additional replacement Manager(s) and/or co-Manager(s) upon the occurrence of any of the foregoing events.

4.3. All such duly appointed Manager(s) shall have the powers and duties described in Section 4.4 of this Agreement and any other powers and duties that may be prescribed in this Agreement or by the Sole Member. Notwithstanding the foregoing, the Manager(s) shall not take any of the

following actions on behalf of the Company unless the Sole Member has consented to the taking of that action in writing.

- (a) Any act that would make it impossible to carry on the ordinary business of the Company;
- (b) Any confession of a judgment against the Company;
- (c) The dissolution of the Company;
- (d) The disposition of all or a substantial part of the Company's assets not in the ordinary course of business;
- (e) The incurring of any debt not in the ordinary course of business;
- (f) A change in the nature of the principal business of the Company;
- (g) The incurring of any contractual obligation or the making of any capital expenditure with a total cost of more than \$25,000.00;
- (h) The filing of a petition in bankruptcy or entering into an arrangement among the Company's creditors; and
- (i) The entering into, on behalf of the Company, of any transaction constituting a "reorganization" within the meaning of the Act.

4.4. Actions of the Managers shall be taken at meetings or as otherwise provided in this Section 4.4. At any time the Company has more than one (1) Manager, then all such actions of the Company shall be undertaken upon the meeting of, or by written consent signed by, a majority of the Managers. No regular meetings of the Managers need be held. Any Manager may call a meeting of the Managers by giving Notice of the time and place of the meeting at least 48 hours before the time of the holding of the meeting. The Notice need not specify the purpose of the meeting, nor the location if the meeting is to be held at the principal executive office of the Company.

At any time the Company has more than one (1) Manager, the transactions of the Managers at any meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after call and notice if a quorum is present and if, either before or after the meeting, each Manager not present signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes of the meeting. All such meetings of the Managers may be held through the use of a teleconference, videoconference, or similar communications equipment, provided that all Managers participating in the meeting can hear one another.

The Managers of the Company as of the effective date of this Agreement, may undertake any such action on behalf of the Company by the execution of their consent to such action in writing. At any time the Company has more than one (1) Manager, any action required or permitted to be

taken by the Managers under this Agreement may be taken without a meeting if the Managers individually or collectively consent in writing to the action.

The Managers shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all meetings, notices, and waivers of notices of meetings, and all written consents to actions of the Managers.

4.5. It is acknowledged that the Managers have other business interests to which the Managers devote part of their time. The Managers shall devote as much time to the conduct of the business of the Company as the Managers, in each Manager's own good faith and discretion, deem necessary.

4.6. Each of the Managers shall be entitled to compensation for the Manager's services as determined by the Sole Member, and to reimbursement for all expenses reasonably incurred by each of the Managers in the performance of the Manager's duties.

4.7. The Managers shall cause all assets of the Company, whether real or personal, to be held in the name of the Company.

4.8. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by the Managers. Withdrawal from those accounts shall require only the signature of one Manager or any other person or persons as the Managers may designate.

ARTICLE V: ACCOUNTS AND RECORDS

5.1. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office.

5.2. Financial books and records of the Company shall be kept on the accrual method of accounting. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

5.3. At all times during the Company's term of existence, and beyond that term if the Sole Member deems it necessary, the Sole Member shall keep or cause to be kept the books of account referred to in Section 5.2, and 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 contributions and the share in profits and 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 most recent taxable years;

(d) Executed counterparts of this Agreement and all amendments thereto;

(e) Any powers of attorney under which the Articles of Organization or any amendments to them were executed;

(f) Financial statements of the Company, if any, for the six 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 fiscal years.

ARTICLE VI: RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTEREST

6.1. The Sole Member shall not transfer any part of the Sole Member's membership interest in the Company; provided, however, that notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Sole Member may transfer all or any portion of its membership interest to any revocable trust created for the benefit of the Sole Member, or any combination between or among the Sole Member, the Sole Member's spouse or domestic partner, and the Sole Member's issue. A transfer of the Sole Member's entire beneficial interest in the trust shall be deemed a transfer of its membership interest in the Company.

ARTICLE VII: DISSOLUTION AND WINDING UP

7.1. The Company shall be dissolved on the first to occur of the following events:

(a) The decision of the Sole Member to dissolve the Company.

(b) The sale or other disposition of substantially all of the Company's assets.

(c) The passage of 90 consecutive days during which the Company has no Members, except on the death of a natural person who is the Sole Member of the Company, the status of the Member, including a Membership Interest, may pass to the heirs, successors, and assigns of the Member by will or applicable law. The heir, successor, or assign of the Member's interest becomes a substituted Member pursuant to the Act, subject to administration as provided by applicable law, without the permission or consent of the heirs, successors, or assigns or, those administering the estate of the deceased member.

(d) Entry of a decree of judicial dissolution under the Act.

7.2. On the dissolution of the Company, it shall engage in no further business other than that necessary to wind up its business and affairs. 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 (except debts owing to the Sole Member), the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to the Sole Member.
- (c) To the Sole Member.

ARTICLE VIII: GENERAL PROVISIONS

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

8.2. This Agreement shall be construed and enforced in accordance with the laws of the state of California. If any provision of this Agreement is determined by any court of competent jurisdiction or duly authorized arbitrator(s) to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, that provision shall, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

8.3. The article, section, and subsection titles and headings in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

8.4. This Agreement may be altered, amended, or repealed only by a writing signed by the Sole Member.

8.5. Time is of the essence for every provision of this Agreement that specifies a time for performance.

8.6. This Agreement is made solely for the benefit of the Sole Member and the Sole Member's permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.


8.7. The Sole Member intends the Company to be a limited liability company under the Act.


*DEL ORO ALF LLC
OPERATING AGREEMENT
Signature Page*

The Sole Member hereby executes or causes to be executed this Agreement on August 25, 2022.

SOLE MEMBER:

CYPRESS HEALTHCARE GROUP, LLC,
a California limited liability company

By: 
Name: Jack Sanofsky
Title: Manager

By: 
Name: Matthew Jackson
Title: Manager


By: 
Name: Robert Jackson
Title: Manager

EXHIBIT A
ARTICLES OF ORGANIZATION



202252013529



For Office Use Only

-FILED-

File No.: 202252013529

Date Filed: 8/16/2022

B1023-2035 08/16/2022 12:52 PM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	Del Oro ALF LLC
Initial Street Address of Principal Office of LLC Principal Address	4205 CINCINNATI AVENUE SUITE 100 ROCKLIN, CA 95765
Initial Mailing Address of LLC Mailing Address	4205 CINCINNATI AVENUE SUITE 100 ROCKLIN, CA 95765
Attention	
Agent for Service of Process California Registered Corporate Agent (1505)	NATIONAL REGISTERED AGENTS, INC. Registered Corporate 1505 Agent
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.
Management Structure	The LLC will be managed by More than One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.
<i>Haley Macfarland</i> Organizer Signature	<u>08/16/2022</u> Date

Certificate Verification No.: 038933032 Date: 08/22/2022

EXHIBIT B
CAPITALIZATION

Name	Initial Capital Contribution	Percentage Interest
Cypress Healthcare Group, LLC	\$1,000.00	100%
TOTALS	\$1,000.00	100%