



202565515876

B3388-4885 01/27/2025 8:45 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: 202565515876

Date Filed: 1/27/2025

Limited Liability Company Name	Vale Oak Limited LLC
Initial Street Address of Principal Office of LLC Principal Address	54 ALMENDRAL AVE ATHERTON, CA 94027
Initial Mailing Address of LLC Mailing Address	54 ALMENDRAL AVE ATHERTON, CA 94027
Attention	
Agent for Service of Process Agent Name	Kelly Bagla, Esq.
Agent Address	5857 OWENS AVE, STE 300 CARLSBAD, CA 92008
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	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.	
<u>Kelly Bagla, Esq.</u> Organizer Signature	<u>01/27/2025</u> Date

Articles of Organization Attachment

Articles of Organization of Vale Oak Limited LLC

A. Restrictions on Admission of a New Member.

The members may admit to the Vale Oak Limited LLC ("LLC") one or more additional members who shall participate in the profits, losses, available cash flow, and ownership of the assets of the LLC only on the terms and conditions set forth in the Operating Agreement, as amended from time to time.

B. Restrictions on Transfer of Membership Interests.

The transfer of a member's transferable interest or other membership interest may be effectuated only on the terms and conditions as are set forth in the Operating Agreement, as amended from time to time.

C. Nature and Transferability of Membership Interest.

The interest of each member of the LLC constitutes the personal estate of that member and may be transferred or assigned as provided in these Articles of Organization, as amended from time to time, and the Operating Agreement, as amended from time to time. However, if the members of this LLC, other than the member proposing to dispose of his, her or its interest, do not unanimously approve of the proposed transfer or assignment by written consent, the transferee of the membership interest will have no right to participate in the management of the business and affairs of this LLC or to become a member. Without the requisite unanimous written consent, the transferee of the membership interest holds only a transferable interest and is entitled only to an allocation of the share of net profits, net losses, distributions and returns of capital to which the transferring member would otherwise be entitled.

D. Dissolution and Continuity.

The LLC will be dissolved and wound up on the occurrence of any of the following events:

- (i) The happening of an event set forth in the Operating Agreement or these Articles of Organization;
- (ii) A determination by the unanimous written agreement of all members;
- (iii) The passage of 90 consecutive days during which the LLC has no members, except on the death of the sole member as provided in Cal. Corp. Code § 17707.01(c);
- (iv) By entry of a decree of judicial dissolution of the LLC pursuant to Cal. Corp. Code § 17707.03; or

- (v) The sale of all, or substantially all, of the assets of the LLC unless all members consent in writing to the continuation of business by the LLC.

E. Regulation of Business and Affairs.

The business and affairs of the LLC will be regulated by a written Operating Agreement between the LLC and its members consistent with the legal requirements and provisions of the California Revised Uniform Limited Liability Company Act as amended from time to time and these Articles of Organization as amended from time to time.

F. Indemnifications.

The LLC may reimburse for any payment made and indemnify for any debt, obligation, or other liability incurred by any manager, member, officer, employee or agent of the LLC in the course of his, her or its activities on behalf of the LLC, if, in making the payment or incurring the debt, obligation, or other liability, the person complied with the duties stated in Cal Corp Code § 17704.09.

The indemnification of expenses may only be authorized by the Operating Agreement and the unanimous written consent or agreement approved by all of the members. The Articles of Organization will not be interpreted to limit in any manner the power of the LLC to provide indemnification, to purchase any insurance, or to advance expenses of a person who would otherwise be entitled thereto, subject to the provisions of the California Revised Uniform Limited Liability Company Act.

In addition to the foregoing, the LLC will indemnify and hold the organizer harmless for all acts taken as organizer of the LLC, and will pay all costs and expenses incurred by or imposed on the organizer as a result of the same, including compensation based on the usual charges for any time expenditures required of the organizer in pursuit of the defense against any liability arising on the account of acting as organizer, or arising on the account of enforcing the indemnification right under these Articles, and the LLC releases the organizer from all liability for any act as organizer not involving willful or grossly negligent misconduct.

G. Amendments.

Amendments to the Articles of Organization of the LLC will be adopted with the unanimous written consent of the members.